

AGENDA PACKET

10/31/18 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- No Documents.

Agenda Item 6a:

- Executive Summary of the Massachusetts Clean Energy Center's 2018 Feasibility Study of Water Technology Demonstration Centers

Agenda Item 8a:

- No Documents.

Agenda Item 8b:

- No Documents.

Agenda Item 8c:

- Department of Public Health Prevention Wellness Trust Fund Implementation Phase FY18 Quarterly Expenditure Report
- Department of Public Health Prevention Wellness Trust Fund Final Financial Report
- PWTF Capital Item Inventory Report

Agenda Item 8d:

- New Fund Memo Request dated October 22, 2018 to the County Commissioners from Bobbi Moritz (RDO) regarding the MA Children's Alliance (MACA) – Commercial Exploitation of Children
- FY2019 Statewide Commercial Sexual Exploitation of Children Service Enhancement Project Program Support Agreement between County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center and the Massachusetts Children's Alliance for a Statewide CSEC Service Enhancement Project
- Budget Narrative for FY2019 Statewide Commercial Sexual Exploitation of Children Service Enhancement Project Program Support Agreement between County of Barnstable Children's Cove: The Cape and Islands

Child Advocacy Center and the Massachusetts Children's Alliance for a Statewide CSEC Service Enhancement Project

Agenda Item 8e:

- FY2019 Statewide Commercial Sexual Exploitation of Children Service Enhancement Project Program Support Agreement between County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center and the Massachusetts Children's Alliance for a Statewide CSEC Service Enhancement Project to promote community awareness about child sexual abuse
- Letter to Stacy Gallagher, Director from Gina Hargrave Amodio, Director of Grant Management of the Massachusetts Children's Alliance announcing the award of \$50,000.00

Agenda Item 8f:

- Commonwealth of Massachusetts Standard Contract for a grant from the Massachusetts Executive Office of Housing and Economic Development and Seaport Economic Council, for a Barnstable County Maritime Simulator project

Agenda Item 8g:

- FDP Cost Reimbursement Research Subaward Agreement for a grant from the United States Department of Agriculture, through the University of Massachusetts, to the Cape Cod Cooperative Extension, in the amount of \$57,300.00, for a period from October 1, 2018 through September 30, 2019, for capacity funding for programs

Agenda Item 8h:

- Dredge Agreement between Barnstable County and the Town of Barnstable in an amount not to exceed \$536,250.00 to do and perform all dredge related work for the Town's Dead Neck/Sampson's Island Dredging and Nourishment Project

Agenda Item 8i:

- Agreement between Barnstable County and Fairhaven Shipyard Companies, Inc. to perform maintenance on the County Dredge "Cod Fish" and the County Workboat "J. W. Doane"

Agenda Item 8j:

- Memorandum dated October 30, 2018 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments recorded as Book 11776, Page 118; Book 12876, Page 255; Book 18673, Page 104; Book 19292, Page 68; Book 27513, Page 49 and; Book 29631, Page 72; Barnstable County Registry of Deeds

AGENDA ITEM 6a

Presentation by Brian Baumgaertel and George Heufelder of the County Health and Environment Department on, and discussion of, the possible development of a Water Technology Demonstration Center funded by the Massachusetts Clean Energy Center, at the County's Massachusetts Alternative Septic System Test Center



FEASIBILITY STUDY

2018



of Water Technology Demonstration Centers



1 OVERVIEW

The Massachusetts Clean Energy Center (MassCEC) selected a team led by Woodard & Curran to evaluate the feasibility of developing a network of Water Technology Demonstration Centers in Massachusetts. This report presents the findings at each of the three locations which expressed an interest in potentially hosting a Demonstration Center: The Massachusetts Alternative Septic System Test Center (MASSTC) in Barnstable County; the Wastewater Pilot Plant at University of Massachusetts Amherst campus; and a Pilot Plant located at the Massachusetts Water Resources Authority's (MWRA) Deer Island Treatment Plant (DITP).

Feasibility studies conducted at potential Demonstration Centers will support the development of:

- 1 Water technology and demonstration sites;
- 2 Specific water technology demonstrations; and
- 3 Streamlined technology and commercialization readiness activities.

This project is in connection to Water Innovation Trust that was established through the passage of the Environmental Bond Bill (Bill H.4375) in 2014 as a vehicle to be held and administered by MassCEC to develop the water technology industry in the Commonwealth.

Massachusetts is well positioned to establish a strong and robust network of Demonstration Centers for the piloting of new water technologies as part of a

strategy to become a global leader in the water innovation and energy efficiency sector.

Establishing this network will create jobs, lower energy costs, and optimize municipal operations, in addition to supporting water technology research.

Massachusetts has long been a leader in science and technology in the laboratory which is important and often supported through a variety of resources. In order for emerging water technologies to gain market traction, they must ultimately be tested "at scale" in an operational environment, with industry recognized testing protocols, to provide technology developers, and water system operators, with credible, third party validated performance data. A successfully-established Demonstration Center network could serve existing Massachusetts-based water technology companies, help attract new companies

to the Commonwealth, advance new solutions to both local and global water challenges and provide a strong foundation for innovation. For these reasons, MassCEC commissioned feasibility studies to investigate needs related to the development of a test bed network for the piloting and demonstration of innovative water technologies in Massachusetts.

ABOUT

Massachusetts Clean Energy Center (MassCEC)

MassCEC is a quasi-public economic development agency dedicated to growing the state's clean energy economy while helping to meet the Commonwealth's clean energy, climate and economic development goals. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

Woodard & Curran

Woodard & Curran is an integrated engineering, science, and operations company. Privately held and steadily growing, we serve public and private clients locally and nationwide. Woodard & Curran employs over 1,000 engineers, scientists, and operators and operates over 40 treatment plants nationwide.

BW Research

BW Research is a full-service applied research firm with expertise in regional economics that is focused on supporting clients with economic and workforce research, customer and community research, as well as strategic planning and evaluation services. BW Research completed economic portions of this work.

FINDINGS

Woodard & Curran developed a 3-tier investment approach (Level 1: Small, Level 2: Medium, and Level 3: Large investment) for each facility. The recommendation for investment was based on a site specific evaluation as further described in Phases below.

The Massachusetts Alternative Septic System Test Center (MASSTC)

The MASSTC site could support up to Level 2 investment (\$1,540,000) and generate sufficient revenue to maintain operating expenses. Key findings of this work highlighted:

- » Economic impact of investment would be \$1,898,910
- » Incremental additional center revenue would be \$115,000 per year based on new customers of the center.
- » Investment would have simple economic payback of ~13 years

- » With a local multiplier effect of 1.59, adjusted payback of ~8 years

Additional Benefits

- » Critical support to MassDEP
- » Public health and environmental protection
- » Economic stimulus to the surrounding region
- » Part of water innovation ecosystem
- » Training opportunities

UMass Amherst (UMA)

The study found that up to Level 2 investment of \$3,930,000 would allow the centers at UMass to generate sufficient revenue to maintain operating expenses. Key findings of this work highlighted:

- » With investment, the center would generate an additional \$495,000 per year in revenue and cover operating expenses
- » Investment would have a simple economic payback of ~7.9 years
- » With a local multiplier effect of 1.71, adjusted payback of ~4.6 years

Additional Benefits

- » Public Health and Environmental protection
- » Economic stimulus to the surrounding region
- » Part of water innovation ecosystem

MWRA Deer Island Treatment Pilot Plant (DITP)

For DITP facility to be renovated for a Demonstration Center, it would require an investment of \$670,000 to \$5,300,000 with expenses of \$372,000 to \$1,125,000 per year. At these levels of investment and activity, the new site revenue is unlikely to cover the expenses of the site. Also given that DITP pilot system has not operated for many years it would have to restart several operations while working to attract customers to the site. DITP also does not have the benefits of existing test customers or the use of labs, students, or county employees. While DITP does not appear to support investment, DITP would have similar benefits to UMass that would include public health and serve as an important part of the water innovation ecosystem.

General Findings

Water Technology Demonstration Centers can have an important role in energy savings, water innovation, and economic development.

MASSTC and UMA appear to have a path to economically viable operations.

The key points are:

- » Medium investment scenario can support incremental operational budgets and provide return of capital
- » Functioning assets with commercial activity
- » Support from local stakeholders

- » Test beds will provide additional benefits to the Commonwealth
- » Located in areas appropriate for economic stimulus

DITP faces start-up challenges, higher expenses, and a less clear path to sustainable operations. Test beds will offer economic development opportunities with regional impact.

REPORT STRUCTURE



The summary of this report is briefly summarized in the sections below.

The full report for each of these phases and conclusions are consolidated as attachments to this report.

Development of Design Basis

The project was executed using a stage-gate plan that provided information in the process to help guide the execution of the project in the most effective manner. The first phase of the project was completed to ensure alignment of stakeholders and alignment of goals.

As part of this phase, design basis for each of the three facilities in consideration were developed to support the evaluation and possible certification of a technology within a specific market application and to support the testing and evaluation of novel technologies in a safe and 'risk-free' location that will not negatively impact the time to market for these innovations.

Stakeholder Engagement and Competitive Landscape



The team completed primary research interviews and solicited stakeholder feedback to feed into the development of the business model and the analysis of the network potential.

These tasks included:



Primary Research.

Representative interviews with stakeholders throughout the value-chain addressing core influences were completed.



Secondary Research. Macro drivers, growth themes, value-chain analysis, competition and end-user/ customer discovery.



Distribution of a survey to collect quantitative data.

The team leveraged relationships with industry associations including: New England Water Innovation Network (NEWIN), Water Environment Federation (WEF), Water Environment Research Foundation (WERF), American Water Works Association (AWWA), and New England Water Environment Association (NEWEA).

For each facility, the team developed a prospective pipeline of end users (regionally, nationally and globally), and collected company demographic information that was used as inputs to both Network Potential and Business Model Development. A report summarizing the findings of network potential was developed for each of the sites.

Network Potential



The potential regional impact attributed to the test beds was reviewed both as stand-alone individual facilities (of varying capability), and as part of a regional or national network of testbed facilities. This research requires a combination of both qualitative and quantitative analysis.

Specific modeling tools were developed for each facility. The framework for the input variables that drive the scenarios (stand-alone, full-service, regional network, national network etc.) were established through the stakeholder engagement evaluation process.

The modeling tools required to provide a sophisticated and detailed output were developed early in the project chronology – such that the input variables that the models required was collected during the stakeholder engagement research. First a preliminary network potential that developed generic models and frames

the economic development and workforce development impacts in each region was developed. This provided sufficient guidance to collect key data inputs within the stakeholder engagement efforts. This model was re-visited at the conclusion of the project and re-evaluated the economic and workforce development impact based upon the information gathered in the remaining tasks. Details of the methodology are presented below.

Network Potential – Scenario Driven Analysis

The economic impact analysis for this project was modeled based on the IMPLAN platform. The primary components of the economic impact analysis will include the total direct, indirect, and induced jobs created by:



- 1 Construction phase
- 2 Operation and maintenance phase
- 3 Economic activity associated with creating, attracting and scaling private enterprises (“new business activity model”)

Construction Phase Model

To facilitate future work, the model was generated to determine the economic impact per million dollars. In addition to these modeling components, the size and composition of the local labor market was determined to its potential to fill projected openings, with recommendations for how to maximize use of local talent. Each analysis provides important data to compare economic and labor market impact for its local economy.

O&M Phase Model

Upon completion of the capital models, specific scenario-planning can be conducted by changing assumptions, including the development of best-, worst-, and expected-case scenarios. An O&M phase model was then built on permanent employment and wages at the site upon operations. These data were collected in this phase but also rely significantly on the research conducted during stakeholder engagement. The model was based on the economic impact of the total number of direct jobs and earnings anticipated at the site. The output includes the indirect (e.g., contracted services such as janitorial, legal, etc.) and induced (e.g., impact to local economy from wages paid to direct and indirect workers) employment and revenues.

Business Activity Created by Site Model

This model focused on determining the type, number, and characteristics of businesses that are typically created, scaled, or attracted to a region by the development of similar sites. The model is based on the typical allocation of business type, growth, and occupation and wage composition of companies attracted by similar sites in competitor regions and adjacent industries, and a custom, IMPLAN-based model was developed.

Supply-Side Labor Market Analysis

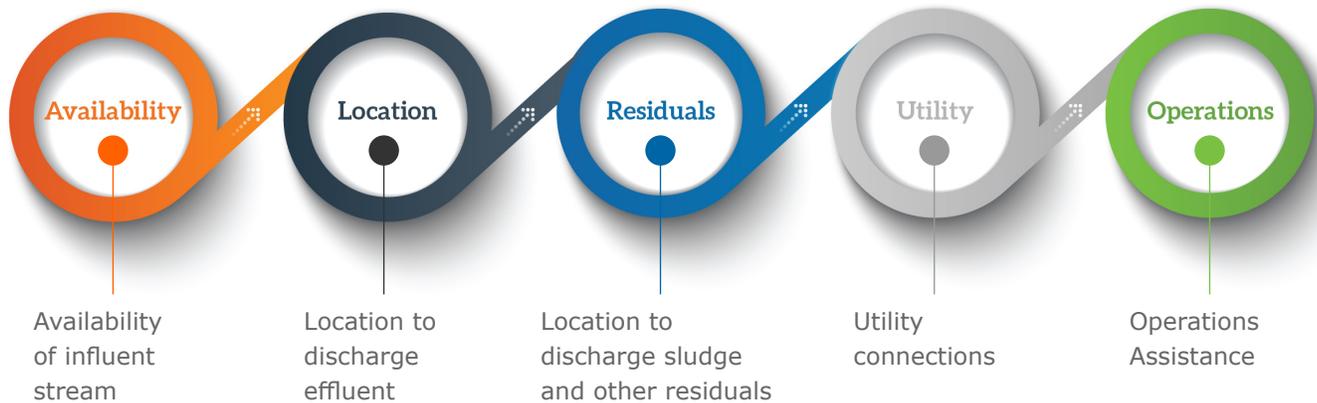
A supply side labor analysis was completed based on Census Bureau data, as well as proprietary information from sources, including JobsEQ. This data allowed for local analysis of the local labor market, including the number of employed and unemployed workers by occupation. Information from previous steps was used to determine the number, occupation, and experience and education level required for the positions to be created by the site (including all three phases explored).

A gap analysis was completed for three deliverables: 1) a feasibility assessment based on locally available talent; 2) recommendations for improving local labor market share of employment created; and 3) assessment of the impact based on share of unemployment rate. Each of these metrics allows for direct comparison to the local and statewide impact of each site.

Site Survey & Condition Assessment



Building upon the Basis of Design and further guided by the stakeholder engagement and competitive analysis research, the team engaged in site survey and condition assessments tailored to specifically capture the end-use function of the facility. *These included:*



These facility specific criteria were reviewed with the project team at the kickoff meeting and refined to engage in the site-surveys to meet the project goals. *These tasks included:*

- » **Visual inspection of existing site and current facility conditions.** This included control systems; electrical, mechanical and structural systems; architectural aspects; condition of computing and lab space; treatment infrastructure; support systems (HVAC, plumbing, fire safety, staff facilities); building and site code compliance; meeting space; and communications.

The evaluation of the facilities included:

- » Review of operational status and suitability of existing equipment and chemical systems
- » Review of Facility design drawings, electrical, controls network, process, mechanical, layout, etc.
- » Review of Facility mechanical and operations records
- » Thermo graphic images of selected electrical switch gear and motors
- » Inspection of the building support infrastructure including mechanical, electrical, roof, doors, and windows for condition and repair assessment

Needs Assessment



The needs assessment was completed based on the site survey & condition assessment report that includes a comprehensive summary of current site conditions and assets. The report includes recommendations for the following improvements in order to allow each facility to serve as a test bed location:

- » Major equipment items and capacity
- » Building renovations or improvements
- » Necessary hardware and software upgrades to modernize the facilities' instrumentation and control systems along with costs
- » An assessment of staff, relevant skills, credentials, and experience with noted deficiencies for basis of design developed under task 4.1
- » Process Flow Diagrams showing existing conditions and any proposed changes to the facility in order to serve as a test bed location

Cost Estimate



Following work completed in the site survey and needs assessment, an opinion of probable costs were developed. The capital construction cost estimates were developed using RIB MC2 cost estimating software using standard

construction crews, production rates, and equipment and materials costs from the program database.

Operating costs were developed based on Woodard & Curran's experience operating treatment facilities for over 30 years in Massachusetts and at over 40 facilities nationwide. Operating costs also rely on tools such as NEIWPC's operating costs spreadsheets and EPA's cost models.

The cost estimates are used to develop business models in other tasks. These estimates include contingencies and possible risks to future development and business of each of the test bed facilities.

Retrofit Schedule



Based on the proposed scenarios and build outs, an overall project summary was developed for each of the potential site locations in Microsoft Project. These schedules include major tasks such as engineering, permitting, review, bidding, and construction and are based on typical construction timelines for each of the host site locations and scope of work to be completed.

Business Model and Next Steps



This phase was to develop a Preliminary Business Plan built upon the prior phases that provide input to the model. The development of the business plan included building a

simple quantitative business model that included summary level operations costs, incremental expenses, and anticipated future revenues. To understand the revenue options, the team explored various business models concepts and revenue streams.

This work involved heavy stakeholder engagement and iteration to understand how each model is fit for purpose for the unique nature and end-use of each facility.

The preliminary business plans contain three specific plans:

- ① **Sales Plan.** A summary level evaluation of each site will generate revenue and close deals
- ② **Marketing Plan.** The marketing plan includes an exploration into the basics of what product is offered, price, and where sites can go to market
- ③ **Operations Plan.** The operations plan includes summary level information on construction, operation, IP & legal team, and HR Plan including a discussion of options for business structures

Business Models

For each of the sites, a business model was developed to evaluate the site's ability to support investment. This includes capital and operating costs (including labor, chemicals, energy) to evaluate the financial sustainability of the sites.

This task was completed by building on the work completed in prior tasks. In addition to the costs identified in prior tasks, revenue for each site was estimated based on the following major categories.

Test Bed Rental

The most fundamental service a Demonstration Center can provide is rental of test space. This service is very much like a landlord/tenant relationship where a site essentially leases or rents space to host sites.

Platform Services (Grant Based)

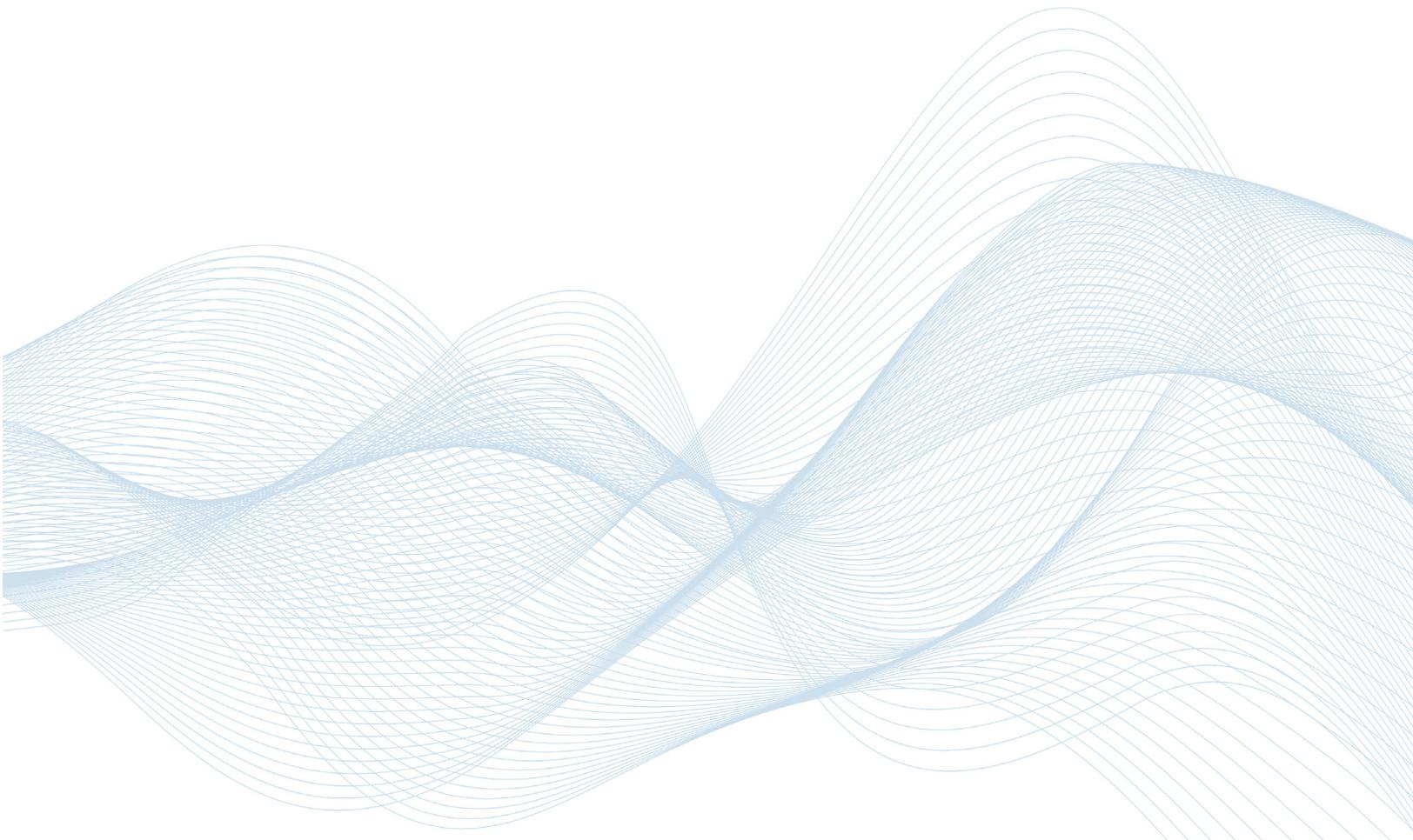
In terms of sponsored research, the centers can focus on providing platform services that allow researchers to use the facility to pursue funding opportunities. In these cases, grant funding would go to another organization, but the work would be completed at the test center and funding from the grant would be allocated to that site.

Sponsored Research

In some cases, a center may choose to conduct research where the staff of the site are principle investigators (PI) or co-PIs on work. In these cases, the center and center staff would be funded from grant funding directly covering some part of the center costs.

Events

As was discussed with a number of site staff, there are occasionally opportunities to bring professionals together for events on relevant topics. In some cases there would be inherent opportunities of conducting these events at sites with the access to equipment and be able to include field-based activities in training or professional development activities.

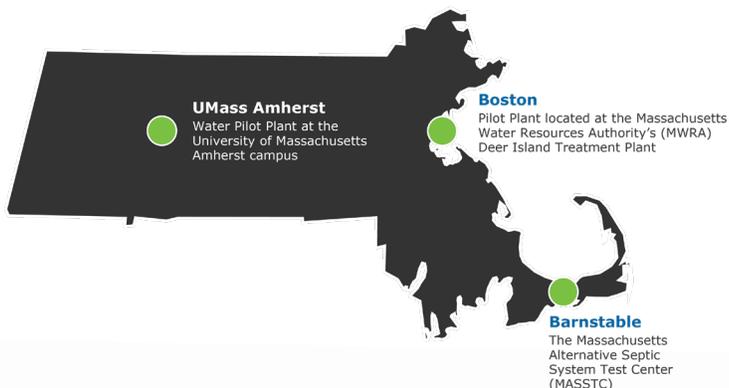


2 EXECUTIVE SUMMARY

The work in this report was conducted on behalf of the Massachusetts Clean Energy Center (MassCEC). MassCEC, with support of the Water Innovation Trust that was established through the passage of the Environmental Bond Bill (Bill H.4375) in 2014, could help Massachusetts establish a strong and robust Demonstration Center network for the piloting of new water technologies as part of a strategy to become a global leader in the water innovation and energy efficiency sector.

Establishing this network of Water Technology Demonstration Centers could create jobs, lower energy costs, and optimize municipal operations in addition to supporting water technology research. A successfully-established test bed network could serve existing Massachusetts-based water technology companies, help attract new companies to the Commonwealth, advance new solutions to both local and global water challenges, and provide a strong foundation for innovation.

This work led by a team at Woodard & Curran (a national Engineering Firm) and BWResearch (economic experts with deep MA knowledge) developed findings at each of locations which expressed an interest in potentially hosting a test bed location including:



Feasibility studies conducted at potential test bed locations will support the development of:

- 1 Water technology test beds and demonstration sites;
- 2 Specific water technology demonstrations; and
- 3 Streamlined technology and commercialization readiness activities.

PHASED APPROACH - STAKEHOLDER ENGAGEMENT, PLANT ASSESSMENTS AND COMPETITIVE LANDSCAPE

The team completed primary research interviews and solicited stakeholder feedback to feed into the development of the pilot plant design needs, business model, and the analysis of the local network potential.

For each facility, the team developed a pilot plant design need and prospective pipeline of end users (regionally, nationally and globally), and collected company demographic information that was used as inputs to both Network Potential and Business Model Development.

Construction Phase

Building upon the Basis of Design and further guided by the stakeholder engagement and competitive analysis research, the team engaged in site survey and condition assessments tailored specifically to capture the end-use function of the facility. Following work completed in the site survey and the needs assessment, an opinion of probable costs were developed.

O&M Phase Model

An O&M phase model was then built on permanent employment and wages at the site upon operations. These data were collected in this phase but also rely significantly on the research conducted during stakeholder engagement. The model was based on the economic impact of the total number of direct jobs and earnings anticipated at the site. The output includes the indirect (e.g., contracted services such as janitorial, legal, etc.) and induced (e.g., impact to local economy from wages paid to direct

and indirect workers) employment and revenues.

Business Activity Created by Site Model

This model focused on determining the type, number, and characteristics of businesses that are typically created, scaled, or attracted to a region by the development of similar sites. The model is based on the typical allocation of business type, growth, and occupation and wage composition of companies attracted by similar sites in competitor regions and adjacent industries, and a custom, IMPLAN-based model was developed.

Supply-Side Labor Market Analysis

A supply-side labor analysis was completed based on Census Bureau data, as well as proprietary information from sources, including JobsEQ. This data allowed for analysis of the local labor market, including the number of employed and unemployed workers by occupation.

Network Potential – Scenario Driven Analysis

The economic impact analysis for this project was modeled based on the IMPLAN platform. The primary components of the economic impact analysis include the total direct, indirect, and induced jobs created by:

- ① The construction phase
- ② The operation and maintenance phase; and
- ③ The economic activity associated with creating, attracting, and scaling private enterprises (“new business activity model”).

RESULTS

Capital Investment Summary – MASSTC

| Investment | Capital Improvements | Estimated Capital Cost |
|----------------|--|------------------------|
| Level 1 | <ul style="list-style-type: none"> • Upgraded alarms/controls • Site safety improvements • New office trailer | \$500,000 |
| Level 2 | Level 1 Upgrades, plus <ul style="list-style-type: none"> • New classroom facility • Upgraded electrical service • Replacement of facility influent pumps | \$1,540,000 |
| Level 3 | Level 1 & 2 Upgrades, plus <ul style="list-style-type: none"> • Expansion of the facility to include additional wastewater test streams | \$5,270,000 |

MASSTC Incremental Revenue Target

For each of the sites, capital and operating costs were compared to potential revenue streams. Revenue from these sites were broken down into categories:

| Revenue Stream | Description |
|---------------------------|--|
| Test Bed Rental | Essentially tenant/landlord relationship. Space is leased for use. |
| Sponsored Research | Research funded by grant where facility fees are included in funding |
| Events | Facility charges a fee for hosting events or training |
| Platform Services | Activities charged by service activity (sampling, data collection, etc.) |

| Investment | Current Operational Expenses | Annual Operating Expenses Due to Investment | Revenue Target | Available Demo. Bays | Annual Occupancy Rate | Estimated New Revenue Streams |
|----------------|------------------------------|---|----------------|----------------------|-----------------------|---|
| Level 1 | \$200,000 | \$90,000 | \$290,000 | 26 | 80% | \$1,000/month |
| Level 2 | \$200,000 | \$113,000 | \$313,000 | 26 | 80% | \$1,000/month + 25 events |
| Level 3 | \$200,000 | \$454,000 | \$654,000 | 30 | 80% | \$1,000/month for RWW bays, \$10,000/month for expanded |

Capital Investment Summary – UMass Amherst

| Investment | Capital Improvements | Estimated Capital Cost |
|----------------|--|------------------------|
| Level 1 | <ul style="list-style-type: none"> • Site work improvements • Influent pump house improvements • Power and controls upgrades • Surface water pump station upgrades | \$1,240,000 |
| Level 2 | Level 1 Upgrades, plus <ul style="list-style-type: none"> • New demonstration Building with laboratory • Replace effluent pump station | \$3,930,000 |
| Level 3 | Level 1 & 2 Upgrades, plus <ul style="list-style-type: none"> • Expansion of the facility • Additional wastewater streams (sludge, groundwater) • Renewable and alternative energy demonstration area | \$6,900,000 |

UMass Amherst Incremental Revenue Target

| Investment | Current Operational Expenses | Annual Operating Expenses Due to Investment | Revenue Target | Available Demo. Bays | Annual Occupancy Rate | Estimated Monthly Price Target |
|----------------|------------------------------|---|----------------|----------------------|-----------------------|--------------------------------|
| Level 1 | \$125,000 | \$123,000 | \$248,000 | 4 | 80% | \$6,500 |
| Level 2 | \$125,000 | \$370,000 | \$495,000 | 10 | 80% | \$5,250 |
| Level 3 | \$125,000 | \$520,000 | \$645,000 | 14 | 80% | \$4,900 |

FINDINGS

The Massachusetts Alternative Septic System Test Center (MASSTC)

The MASSTC site could support up to Level 2 investment (\$1,540,000) and maintain sustainable operations. Key findings of this work highlighted:

- » Economic impact of investment would be \$1,898,910
- » Incremental additional center revenue would be \$115,000 per year based on new customers of the center
- » Investment would have simple economic payback of app. 13 years
- » With a local multiplier effect of 1.59, adjusted payback of app. 8 years

Additional Benefits

- » Critical support to DEP
- » Public health and environmental protection
- » Business spending outside of MASSTC projects
- » Part of water innovation ecosystem
- » Training opportunities

UMass Amherst (UMA)

The work found that up to Level 2 investment of \$3,930,000 would allow the centers at UMass to maintain financially

sustainable operations. Key findings of this work highlighted:

- » With investment, the center would generate an additional \$495,000 per year in revenue and cover operating expenses
- » Investment would have a simple economic payback of app. 7.9 years
- » With a local multiplier effect of 1.71, adjusted payback of app. 4.6 years

Additional Benefits

- » Public health and environmental protection
- » Business spending/growth outside of UMA projects
- » Part of water innovation ecosystem

MWRA Deer Island Treatment Pilot Plant (DITP)

For DITP capital investment to be brought up to a standard to start generating rental, it would require an investment of \$670,000 to \$5,300,000 with expenses of \$372,000 to \$1,125,000. At these levels of investment and activity, the new site revenue is unlikely to cover the expenses of the site. Also given that DITP pilot system has not operated for many years it would have to restart several operations while working to attract customers to the site. DITP also does not have the benefits of existing test customers or the use of labs, students, or county employees.

While DITP does not appear to support investment, DITP would have similar benefits to UMass and MASSTC that would include public health and serve as an important part of the water innovation ecosystem. However; DITP faces start-up challenges, higher-projected expenses than revenue, and an unclear path to sustainable operations, therefore is not a good candidate for investment.

General Findings

Water Technology Demonstration Centers can have an important role in energy savings, water innovation, and economic development.

MASSTC and UMA have a path to economically viable operations outlined below:

- » Medium investment scenario can support incremental operational budgets and provide return of capital
- » Functioning assets with existing commercial activity
- » Support from local stakeholders
- » Demonstration Centers will provide additional benefits to the Commonwealth
- » Located in areas appropriate for economic stimulus

Water Technology Demonstration Centers will offer economic development opportunities with regional impact.

A full version of this report, including all sub-tasks, will be available for download at www.masscec.com.

AGENDA ITEM 8a

Authorizing the filling of a vacancy for a full-time Custodian position as recommended by the Reviewing Committee, pursuant to the County Hiring Policy



BARNSTABLE COUNTY COMMISSIONERS

SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630
PHONE: (508) 375-6648
FAX: (508) 362-4136

HOME RULED CHARTERED
IN 1989

RONALD R. BEATY
Barnstable

LEO G. CAKOUNES
Harwich

MARY PAT FLYNN
Falmouth

MEMORANDUM

DATE: October 25, 2018
TO: County Commissioners
FROM: Justyna Marczak, Human Resources Director
SUBJECT: Custodian Position

Please authorize the filling of a vacancy for a full time Custodian position as recommended by the Reviewing Committee, pursuant to the County Hiring Policy.

Sincerely,

Justyna Marczak
Human Resources Director

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

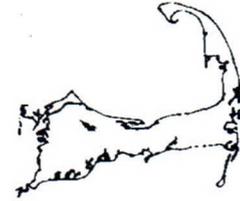
Date

AGENDA ITEM 8b

Authorizing Fiscal Year 2018 end of year budget transfers for salaries and fringe benefits



County of Barnstable
Finance Department
Superior Court House, P.O. Box 427
Barnstable, MA 02630
508-375-6915
fax 508-362-4136



TO: County Commissioners

FROM: Mary McIsaac, Director of Finance/County Treasurer *MM*

DATE: October 31, 2018

RE: Year End Salary and Fringe Benefits Transfers

I respectfully request your approval of the attached General Fund transfers which will cover expenditures made during FY2018 for the following categories:

- Salary accounts in various departments
- Retirement Assessments
- Workers Compensation for county match accounts
- Group Health, Dental and Life Insurance contributions (employer)
- Medicare Taxes
- Unemployment for county match accounts

This approval is required pursuant to section 3 of Ordinance 18-07, the County budget ordinance for fiscal year 2018.

The attached package consists of a total of 6 pages. Page 1 is for salary transfers and pages 2 through 6 are for retirement, workers compensation, group insurance, Medicare, and unemployment transfers.

APPROVED:

Leo Cakounes

Mary Pat Flynn

Ronald Beaty

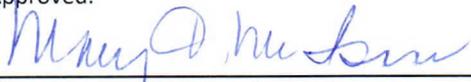
attachments



COUNTY OF BARNSTABLE
FINANCE DEPARTMENT

| FY 2018 END-OF-YEAR TRANSFERS - SALARIES | | | | | |
|--|-----------------------------|---------|--------|---------|------------------|
| DR/CR | DEPT NAME | ORG | OBJECT | PROJECT | Sum of AMOUNT |
| INCREASE | COOPERATIVE EXTENSION | 0012311 | 5100 | | 325.41 |
| | | 0012321 | 5100 | | 35,523.14 |
| | COUNTY COMMISSIONERS OFFICE | 0011001 | 5100 | | 9,517.64 |
| | HEALTH & ENVIRONMENT | 0013071 | 5100 | | 4,208.37 |
| | RESOURCE DEVELOPMENT OFFICE | 0011101 | 5100 | | 22,115.47 |
| | | 0011111 | 5102 | | 4,156.48 |
| INCREASE Total | | | | | 75,846.51 |
| DECREASE | COUNTY COMMISSIONERS OFFICE | 0011001 | 5100 | 0061 | 4,672.02 |
| | FINANCE | 0011411 | 5100 | | 44,850.65 |
| | HEALTH & ENVIRONMENT | 0013021 | 5100 | | 4,208.37 |
| | HUMAN SERVICES | 0013101 | 5100 | | 22,115.47 |
| DECREASE Total | | | | | 75,846.51 |

Approved:



Mary McIsaac - Director of Finance

10/30/18

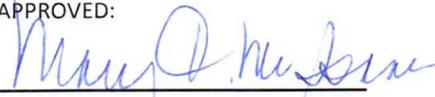
Date



COUNTY OF BARNSTABLE
END-OF-YEAR TRANSFERS
FISCAL YEAR 2018

| RETIREMENT | | | | | | |
|-----------------------|---------|----------------------|---------|--------|---------|---------------|
| DR/CR | JOURNAL | DEPT NAME | ORG | OBJECT | PROJECT | Sum of AMOUNT |
| INCREASE | 2119 | CHILDREN'S COVE | 0013209 | 5981 | | 312.90 |
| INCREASE Total | | | | | | 312.90 |
| DECREASE | 2119 | HEALTH & ENVIRONMENT | 0013009 | 5981 | | 312.90 |
| DECREASE Total | | | | | | 312.90 |

APPROVED:


Mary McIsaac - Director of Finance

10/30/18

Date



COUNTY OF BARNSTABLE
 END-OF-YEAR TRANSFERS
 FISCAL YEAR 2018

| WORKERS COMP | | | | | | | | |
|-----------------------|---------|-----------------------------|---------|------|---------|-----------------|----------|----------|
| DR/CR | JOURNAL | DEPT NAME | ORG | OBJ | PROJ | Sum of AMOUNT | | |
| INCREASE | 918 | RESOURCE DEVELOPMENT OFFICE | 0011119 | 5982 | | | 166.30 | |
| | | COOPERATIVE EXTENSION | 0012329 | 5982 | 0089 | | 511.59 | |
| | | | | | | 0189 | | 1,823.59 |
| | | | | | | 0389 | | 149.97 |
| | | | | | 0012339 | 5982 | 0233 | 1,820.13 |
| | | | | | | | 2533 | 125.16 |
| | | HEALTH & ENVIRONMENT | 0013009 | 5982 | 2291 | | 149.63 | |
| | | | | | | 4017 | | 253.63 |
| | | HUMAN SERVICES | 0013109 | 5982 | 2790 | | 252.01 | |
| | | | | | | 2791 | | 189.48 |
| | | | | | | 2792 | | 0.01 |
| INCREASE Total | | | | | | 5,441.50 | | |
| DECREASE | 918 | FRINGE BENEFITS | 0019049 | 5982 | | | 5,441.50 | |
| DECREASE Total | | | | | | 5,441.50 | | |

APPROVED:

Mary Mclsaac

Mary Mclsaac - Director of Finance

10/30/18

Date



COUNTY OF BARNSTABLE
END-OF-YEAR TRANSFERS
FISCAL YEAR 2018

| GROUP INSURANCE | | | | | | |
|-----------------------|---------|-----------------------------|---------|--------|---------|------------------|
| DR/CR | JOURNAL | DEPT NAME | ORG | OBJECT | PROJECT | Sum of AMOUNT |
| INCREASE | 2121 | RESOURCE DEVELOPMENT OFFICE | 0011119 | 5983 | | 1,465.91 |
| | | | 0011109 | 5983 | | 2,870.98 |
| | | FACILITIES | 0012049 | 5983 | | 17,989.68 |
| | | CHILDREN'S COVE | 0013209 | 5983 | | 38,847.59 |
| INCREASE Total | | | | | | 61,174.16 |
| DECREASE | 2121 | COUNTY COMMISSIONERS OFFICE | 0011009 | 5983 | | 22,326.57 |
| | | FINANCE | 0011419 | 5983 | | 19,199.66 |
| | | FIRE TRAINING ACADEMY | 0014609 | 5983 | | 19,647.93 |
| DECREASE Total | | | | | | 61,174.16 |

APPROVED:

Mary Mclsaac - Director of Finance

10/30/18

Date



COUNTY OF BARNSTABLE
END-OF-YEAR TRANSFERS
FISCAL YEAR 2018

| MEDICARE | | | | | | |
|-----------------------|---------|-------------------------------|---------|--------|---------|---------------|
| DR/CR | JOURNAL | DEPT NAME | ORG | OBJECT | PROJECT | Sum of AMOUNT |
| INCREASE | 2122 | FIRE TRAINING ACADEMY | 0014609 | 5984 | | 447.82 |
| | | RESOURCE DEVELOPMENT OFFICE | 0011119 | 5984 | | 487.76 |
| INCREASE Total | | | | | | 935.58 |
| DECREASE | 2122 | CHILDREN'S COVE | 0013209 | 5984 | | 393.55 |
| | | COUNTY COMMISSIONERS OFFICE | 0011009 | 5984 | | 487.76 |
| | | INFORMATION TECHNOLOGY SERVCS | 0011059 | 5984 | | 54.27 |
| DECREASE Total | | | | | | 935.58 |

APPROVED:

Mary McIsaac Director of Finance

10/30/18

Date



COUNTY OF BARNSTABLE
 END-OF-YEAR TRANSFERS
 FISCAL YEAR 2018

| MISC FRINGES | | | | | | | | |
|-----------------------|---------|-----------------------------|---------|----------------------|---------|-----------------|----------|----------|
| DR/CR | JOURNAL | DEPT NAME | ORG | OBJECT | PROJECT | Sum of AMOUNT | | |
| INCREASE | 925 | RESOURCE DEVELOPMENT OFFICE | 0011119 | 5989 | | 129.69 | | |
| | | COOPERATIVE EXTENSION | 0012329 | 5989 | 0089 | 399.02 | | |
| | | | | | | 0189 | 1,422.38 | |
| | | | | | | 0389 | 116.97 | |
| | | | | | 0012339 | 5989 | 0233 | 1,419.68 |
| | | | | | | 2533 | 97.62 | |
| | | | | HEALTH & ENVIRONMENT | 0013009 | 5989 | 2291 | 116.71 |
| | | | | | | 4017 | 197.81 | |
| | | | | HUMAN SERVICES | 0013109 | 5989 | 2790 | 196.56 |
| | | | | | | 2791 | 147.76 | |
| INCREASE Total | | | | | | 4,244.20 | | |
| DECREASE | 925 | MISC. & CONTINGENCY EXP. | 0019104 | 5437 | | 4,244.20 | | |
| DECREASE Total | | | | | | 4,244.20 | | |

APPROVED:

Mary D. McIsaac

 Mary McIsaac - Director of Finance

10/30/18

 Date

AGENDA ITEM 8c

Authorizing the execution of a reports to the Massachusetts Department of Public Health on a Prevention Wellness Trust Fund Grant

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q |
|----|---|--------|------------------------|---------------------------|-----------------------------|----------------------------|----------------------------|-------------------------|-----------------|----------------|--|---|---|---|-----------|---|---|
| 1 | Department of Public Health | | | | | | | | | | | | | | | | |
| 2 | Prevention Wellness Trust Fund | | | | | | | | | | | | | | | | |
| 3 | Implementation Phase FY18 Quarterly Expenditure Report | | | | | | | | | | | | | | | | |
| 4 | Coordinating Partner Organization: Barnstable | | | | | | | | | | Name of Partnership: BARNSTABLE PREVENTION PARTNERSHIP | | | | 7/13/2018 | | |
| 5 | | | | | | | | | | | | | | | | | |
| 6 | Name: VAIRA HARIK Email: VHARIK@BARNSTABLECOUNTY.ORG | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | |
| 8 | Fiscal Year 18 (Project Year 4) <input type="checkbox"/> Jul-Sep <input checked="" type="checkbox"/> Oct-Dec <input type="checkbox"/> Jan-Mar <input checked="" type="checkbox"/> Apr-Jun | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | |
| 12 | Program Component | FTE | Preliminary Budget (A) | Spent by end 09/30/17 (B) | Spent by end 12/31/2017 (C) | Spent by end 3/31/2018 (C) | Spent by end 6/30/2018 (C) | Total Spent to Date (D) | Budget Increase | Amended Budget | Current Balance (E) | | | | | | |
| 13 | | | | | | | | | | | | | | | | | |
| 14 | 1. Direct Care/Prog. Support Staff | | | | | | | | | | | | | | | | |
| 15 | County PWTF Project Manager (V. Harik) | 0.50 | \$ 20,777.25 | \$5,480.94 | \$11,195.03 | \$9,595.74 | \$11,834.75 | \$38,106.46 | \$20,777.25 | \$41,554.50 | \$3,448.04 | | | | | | |
| 16 | County PWTF Grant (RDO) | 0.25 | \$ 7,575.75 | \$1,900.50 | \$3,553.33 | \$3,230.30 | \$4,522.42 | \$13,206.55 | \$7,575.75 | \$15,151.50 | \$1,944.95 | | | | | | |
| 17 | Strategic Oversight | 0.125 | \$ - | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | | | | | | |
| 18 | | | | | | | | | | | | | | | | | |
| 19 | SUB TOTAL | | | | | | | | | | | | | | | | |
| 20 | | | \$ 28,353.00 | \$7,381.44 | \$14,748.36 | \$12,826.04 | \$16,357.17 | \$51,313.01 | \$38,353.00 | \$66,706.00 | \$15,392.99 | | | | | | |
| 21 | Fringe Benefits | 35.00% | \$9,041.77 | \$2,246.01 | \$4,394.82 | \$3,902.78 | \$4,978.19 | \$15,521.80 | \$12,230.77 | \$21,272.54 | \$5,750.74 | | | | | | |
| 22 | | | | | | | | | | | | | | | | | |
| 23 | Health Insurance | 10.00% | \$ 7,033.88 | 634.71 | \$1,085.25 | \$1,088.53 | \$1,191.53 | \$4,000.02 | \$8,909.58 | \$15,943.46 | \$11,943.44 | | | | | | |
| 24 | | | | | | | | | | | | | | | | | |
| 25 | 1. Total Direct Care/Program Staff | | | | | | | | | | | | | | | | |
| 26 | | | \$ 44,428.65 | \$10,262.16 | \$20,228.43 | \$17,817.35 | \$22,526.89 | \$70,834.83 | \$59,493.35 | \$103,922.00 | \$33,087.17 | | | | | | |
| 27 | | | | | | | | | | | | | | | | | |
| 28 | 2. Other Program Costs | | | | | | | | | | | | | | | | |
| 29 | Office Supplies/Materials: | | | | | | | | | | | | | | | | |
| 30 | | | \$ 600.00 | \$0.00 | \$36.39 | \$54.83 | \$1,103.73 | \$1,194.95 | \$600.00 | \$1,200.00 | \$5.05 | | | | | | |
| 31 | | | | | | | | | | | | | | | | | |
| 32 | Intervention Materials/Printing: | | | | | | | | | | | | | | | | |
| 33 | | | \$0.00 | \$0.00 | | | | | | | | | | | | | |
| 34 | Travel: Local (in-state) meeting travel | | | | | | | | | | | | | | | | |
| 35 | | | \$812.50 | 0.00 | \$103.95 | \$0.00 | \$329.59 | \$433.54 | \$812.50 | \$1,625.00 | \$1,191.46 | | | | | | |
| 36 | Materials for Communication | | | | | | | | | | | | | | | | |
| 37 | | | | | | | | | | | | | | | | | |
| 38 | Technology: | | | | | | | | | | | | | | | | |
| 39 | | | | | | | | | | | | | | | | | |
| 40 | Consultants: Sustainability Support | | | | | | | | | | | | | | | | |
| 41 | | | | | | | | | | | | | | | | | |
| 42 | PWTF Assigned Projects | | | | | | | | | | | | | | | | |
| 43 | | | \$6,481.99 | \$0.00 | | | | \$0.00 | -\$6,481.99 | \$0.00 | \$0.00 | | | | | | |
| 44 | Evaluation | | | | | | | | | | | | | | | | |
| 45 | Required 5% of total budget allocation | | | | | | | | | | | | | | | | |
| 46 | Subcontracts (Partners): | | | | | | | | | | | | | | | | |
| 47 | HLCC Coalition of Cape Cod | | \$81,753.53 | \$11,449.78 | \$37,514.62 | \$26,165.60 | \$114,345.66 | \$189,475.66 | \$129,691.16 | \$211,444.69 | \$21,969.03 | | | | | | |
| 48 | YMCA of Cape Cod | | \$35,350.67 | \$0.00 | \$18,528.25 | \$12,939.46 | \$23,955.53 | \$55,423.24 | \$77,834.64 | \$113,185.31 | \$57,762.07 | | | | | | |
| 49 | Community Health Center of Cape Cod | | \$34,468.75 | \$0.00 | \$34,468.74 | \$62,689.00 | \$81,973.75 | \$179,131.49 | \$144,662.75 | \$179,131.50 | \$0.01 | | | | | | |
| 50 | Harbor Community Health Center (Hyannis) | | \$31,064.86 | \$0.00 | \$20,931.80 | \$27,901.65 | \$82,307.55 | \$131,141.00 | \$100,076.15 | \$131,141.01 | \$0.01 | | | | | | |
| 51 | Duffy Health Center | | \$86,582.90 | \$8,680.10 | \$23,608.14 | \$16,827.41 | \$44,258.81 | \$93,374.46 | \$13,213.56 | \$99,796.46 | \$6,422.00 | | | | | | |
| 52 | Subcontracts Total: | | \$269,220.71 | \$20,129.88 | \$135,051.55 | \$146,523.12 | \$346,841.30 | \$648,545.85 | \$465,478.26 | \$734,698.97 | \$86,153.12 | | | | | | |
| 53 | 2. Total Other Program Costs--TOTAL | | | | | | | | | | | | | | | | |
| 54 | 2. Total Other Direct/Program | | \$ 277,115.20 | \$20,129.88 | \$135,191.89 | \$146,577.95 | \$348,274.62 | \$650,174.34 | \$460,408.77 | \$737,523.97 | \$87,349.63 | | | | | | |
| 55 | | | | | | | | | | | | | | | | | |
| 56 | 3. OCCUPANCY | | | | | | | | | | | | | | | | |
| 57 | Program Facility | | | | | | | | | | | | | | | | |
| 58 | Facility Operations, Maint. and Furn. | | | | | | | | | | | | | | | | |
| 59 | | | | | | | | | | | | | | | | | |
| 60 | 3. TOTAL OCCUPANCY | | | | | | | | | | | | | | | | |
| 61 | | | | | | | | | | | | | | | | | |
| 62 | SUB TOTAL: 1 + 2 + 3 | | | | | | | | | | | | | | | | |
| 63 | | | | | | | | | | | | | | | | | |
| 64 | Administrative Support | | 10.07% | | | | | | | | | | | | | | |
| 65 | | | | | | | | | | | | | | | | | |
| 66 | 4. AGENCY ADMIN. SUP. | | \$4,444.15 | \$0.00 | \$2,222.07 | \$8,170.13 | \$10,392.20 | \$5,948.05 | \$10,392.20 | \$0.00 | \$0.00 | | | | | | |
| 67 | | | | | | | | | | | | | | | | | |
| 68 | 5. CAPITAL BUDGET | | | | | | | | | | | | | | | | |
| 69 | | | | | | | | | | | | | | | | | |
| 70 | TOTAL 1+2+3+4+5 | | \$325,988.00 | \$30,392.04 | \$155,420.32 | \$166,617.37 | \$378,971.64 | \$731,401.37 | \$525,850.17 | \$851,838.17 | \$120,436.80 | | | | | | |
| 71 | | | | | | | | | | | | | | | | | |
| 72 | I certify that actual bills and payment documentation for these expenditures/ | | | | | | | | | | | | | | | | |
| 73 | expenses are available for review and shall be maintained in accordance with | | | | | | | | | | | | | | | | |
| 74 | Executive Office of Administration & Finance General Conditions. | | | | | | | | | | | | | | | | |

Signatures: _____ Date: _____

| | A | B | C | D | E |
|----|---|---|--|---------------------------|-------------------------|
| 1 | Department of Public Health | | | | |
| 2 | Prevention and Wellness Trust Fund | | | | |
| 3 | Final Financial Report | | | | |
| 4 | Coordinating Partner Organization: | | BARNSTABLE COUNTY DEPT. OF HUMAN SERVICES | | |
| 5 | Partnership Name: | | BARSTABLE P WTF PREVENTION PARTNERSHIP | | |
| 6 | Project Period: | | 3/1/2014 - 6/30/2018 | | |
| 7 | Fiscal Point of Contact: | | ELAINE DAVIS | | |
| 8 | Phone: | | 508-375-6637 | | |
| 9 | Email: | | edavis@barnstablecounty.org | | |
| 10 | Period | | Total Payments Received | Total Expenditures | Total Unexpended |
| 12 | FY14 (07/01/2013-06/30/2014) | | \$190,000.00 | \$88,026.40 | \$101,973.60 |
| 13 | FY15 (07/01/2014-06/30/2015) | | \$793,338.16 | \$838,177.02 | \$57,134.74 |
| 14 | FY16 (07/01/2015-06/30/2016) | | \$1,494,638.29 | \$1,388,233.83 | \$163,539.20 |
| 15 | FY17 (07/01/2016-06/30/2017) | | \$1,135,597.43 | \$1,269,831.92 | \$29,304.71 |
| 16 | FY18 (07/01/2017-06/30/2018) | | \$702,096.66 | \$731,401.37 | \$0.00 |
| 17 | Total (All Years) | | \$4,315,670.54 | \$4,315,670.54 | \$0.00 |
| 18 | | | | | |
| 19 | Total Unexpended @ 6/30/18 (or Due to Partner) | | | | \$0.00 |
| 20 | | | | | |
| 21 | Overpayments discovered should be repaid to the Department. Please make check payable to: | | | | |
| 22 | Commonwealth of Massachusetts and reference your DPH contract ID . Mail check to: | | | | |
| 23 | Dazlee Alvarado, DPH, 250 Washington Street, 4th Floor, Boston, MA 02108 | | | | |
| 24 | | | | | |
| 25 | Please attach the accounting reports for all fiscal years in summary form, if possible, from the Coordinating Partner organization demonstrating expenditures and payments. | | | | |
| 26 | | | | | |
| 27 | I certify performance was completed in accordance with the terms of the contract and that expenses reported and payments received were for authorized costs or expenses. The above information is true and accurate to the best of my knowledge and actual bills and payment documentation for these expenditures/expenses are available for review and shall be maintained in accordance with Executive Office of Administration & Finance General Conditions. | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | Authorized Signatories' Signatures | | | Date | |

| A | B | C | D | E | F | G | H | I | | |
|--|--|--|---|--|---------------|---------------|--|--|---|--|
| 1 This form must be completed for all Capital Item purchases made with PWTf funds, including items purchased by Partners. | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 A Capital Item of Furnishings and Equipment is an asset or group of assets of nonexpendable personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the capitalization level established and certified by your organization in accordance with generally accepted accounting principles for financial statement purposes. Depending on the organization's capitalization level, items may include: cell phones, computers, laptops, tablets, printers, software, projectors, etc., as well as, office furniture. (See fiscal manual page 10.) | | | | | | | | | | |
| 4 Coordinating Partners and Partners should reference their own organization's capitalization levels when completing this form. | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 PWTf Capital Item Inventory Report | | | | | | | | | | |
| 7 | Item Description (Please list each item separately) | Make/Manufacturer | Serial/Model Number | Was this funded 100% by PWTf? (If no, please explain who else contributed and how much) | Purchase Date | Purchase Cost | Current Location of Item (include date) | Current Condition of Item (e.g. unused, excellent, fair, poor, not functioning) (include date) | How do you anticipate using this item in the future? | |
| 8 | (Example) Printer | HP LaserJet 1100 | 123456987-00 | No, the item was purchased with 50% federal funds. | 4/19/2014 | \$ 1,500.00 | 250 Washington Street, 4th floor, Boston | Excellent as of 5/23/2017 | The Program Coordinator in the WIC program at DPH will continue to use equipment in her daily role. | |
| 9 | Computer Workstation + 22" Monitor | Dell Optiplex 3040, and P2214H (monitor) | 38627223374; and 14CSY62 | Yes | 5/12/2016 | \$ 757.61 | Barnstable County Dept of Human Services (BCDHS) | Good as of 4/17/2018 | Continued use by BCDHS staff. | |
| 10 | Laptop | Lenovo T440P | PB02WU9W | Yes | 10/10/2014 | \$ 1,254.01 | YMCA Cape Cod | Good as of 4/13/18 | The YDPP Program Coordinator will input data from classes and manage admin work for the program. | |
| 11 | Cell Phone | Apple | iPhone 5 | Yes | 10/10/2014 | \$ 99.00 | YMCA Cape Cod | Good as of 4/13/18 | It is currently not being used. | |
| 12 | Computer | OptiPlex 3020/Dell | 21216505070 | Yes | 6/23/2015 | \$ 538.06 | Elder Services of Cape Cod | Good as of 4/20/18 | The Program Coordinator in the Healthy Living Cape Cod program at Elder | |
| 13 | Computer | OptiPlex 3020/Dell | 94815039980 | Yes | 6/4/2016 | \$ 538.06 | Elder Services of Cape Cod | Good as of 4/20/18 | The Program Coordinator in the Healthy Living Cape Cod program at Elder | |
| 14 | Printer | HP Laserjet 400 | cndg141502 | Yes | 6/23/2015 | \$ 348.49 | Elder Services of Cape Cod | Good as of 4/20/18 | The Program staff at the Healthy Living Cape Cod program at Elder Services will | |
| 15 | Tablet | iPad/Apple | MLOG2LLA | Yes | 4/12/2016 | \$ 511.67 | Elder Services of Cape Cod | Excellent as of 4/23/18 | The Program staff at the Healthy Living Cape Cod program at Elder Services will | |
| 16 | Tablet | iPad/Apple | MLOG2LLB | Yes | 4/12/2016 | \$ 511.67 | Elder Services of Cape Cod | Excellent as of 4/23/18 | The Program staff at the Healthy Living Cape Cod program at Elder Services will | |
| 17 | Display Board | Horizon Standard Tabletop Display | HZ-TT-5 | Yes | 10/18/2016 | \$ 585.50 | Elder Services of Cape Cod | Good as of 4/23/18 | The program staff at HLCC ESCCI will continue to use it | |
| 18 | Display Board | Horizon Standard Tabletop Display | HZ-TT-5 | Yes | 10/19/2016 | \$ 585.50 | Elder Services of Cape Cod | Good as of 4/23/18 | The program staff at HLCC ESCCI will continue to use it | |
| 19 | Computer - Laptop | Lenovo Y50 | CB33789334 | Yes | 12/4/2014 | \$ 1,444.88 | VNA of Cape Cod | Not functioning (screen cracked) | We do not anticipate using it | |
| 20 | Chair | Isokinetics Exercise Ball Chair | B01JTS5SDK | Yes | 7/28/2016 | \$ 139.88 | VNA of Cape Cod | Good as of 4/23/18 | The program staff at HLCC VNA will continue to use it | |
| 21 | Desk | Stand up workstation | saf1929mo | Yes | 1/5/2016 | \$ 339.01 | VNA of Cape Cod | Good as of 4/23/18 | The program staff at HLCC VNA will continue to use it | |
| 22 | Display Board | Horizon Standard Tabletop Display | HZ-TT-5 | Yes | 10/20/2016 | \$ 585.50 | VNA of Cape Cod | Good as of 4/23/18 | The program staff at HLCC VNA will continue to use it | |
| 23 | No Capital Items Purchased--Harbor Health Services, Hyannis | | | | | | | Harbor Health Services, HY | Good as of 5/3/18 | |
| 24 | No Capital Items Purchased--Community Health Center of Cape Cod | | | | | | | CHC of CC | | |
| 25 | No Capital Items Purchased--Duffy Health Center | | | | | | | Duffy Health Center | | |
| 26 | Affirmation of Commitment to use items for the good of the Commonwealth: | | | | | | | | | |
| 27 | | | | | | | | | | |
| 28 | | | | | | | | | | |
| 29 | | | | | | | | | | |
| 30 | | | | | | | | | | |
| 31 | | | | | | | | | | |
| 32 | | | | | | | | | | |
| 33 | | | | | | | | | | |
| 34 | I, | Leo Cakounes, Mary Pat Flynn, and Ronald Beaty | hereby affirm that my institution, Barnstable County Dept of Human Services, and the others listed above will use the items above for the good of the Commonwealth and not for private profit moving forward. | | | | | | | |
| 35 | | | | | | | | | | |
| 36 | | | | | | | | | | |
| 37 | | | | | | | | | | |
| 38 | Signatures: | | | | | | Date: | | | |
| 39 | Authorized Signatories | | | | | | | | | |

AGENDA ITEM 8d

Authorizing the creation of a new fund for a Victims of Crime Act (VOCA) Grant from the Massachusetts Children's Alliance, funded by the United States Department of Justice, in the amount of \$56,250.00, for a period of October 1, 2018 through June 30, 2019



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

Resource Development and AmeriCorps Cape Cod

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



NEW FUND MEMO REQUEST

DATE: October 22, 2018
TO: County Commissioners
FROM: Bobbi Moritz (RDO)
SUBJECT: MA. Children's Alliance (MACA) – Commercial Exploitation of Children (CSEC)

Barnstable County: Children's Cove has received an FY19 grant award in the amount of **\$56,250.00** for the purposes of hiring a part-time CSEC Coordinator to serve at Children's Cove during FY19.

Please authorize the Finance Department to establish a new fund for this contract.

The Fully Executed Contract and Budget Narrative are attached for your reference.

Please return this signed document to me at the RDO so that I can submit the Budget Memo to the Finance Department.

Respectfully submitted,

Bobbi Moritz
Resource Development Officer

Leo G. Cakounes
Chair

Mary Pat Flynn
County Commissioner

Ronald R. Beaty
Vice-Chair

Date



MASSACHUSETTS CHILDREN'S ALLIANCE

| FY2019 Statewide Commercial Sexual Exploitation of Children (CSEC) Service Enhancement Project Program Support Agreement | |
|--|---|
| CONTRACTOR LEGAL NAME: County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center | MA STATE CHAPTER: Massachusetts Children's Alliance (MACA) |
| CONTRACT MANAGER: Stacy Gallagher | CONTRACT MANAGER: Thomas King, Executive Director |
| Phone: 508-375-0410 Fax: 508-375-0409 E-mail address: sgallagher@childrencove.org | Phone: (617) 573 – 9800 Fax: (617) 573 – 9832 E-mail address: tking@mchildrensalliance.org |
| LEGAL ADDRESS: P.O. Box 427 Barnstable, MA 02630 | BUSINESS MAILING ADDRESS: 11 Beacon Street, Suite 321 Boston, MA 02108 |
| This is a joint agreement between <u>MACA</u> and <u>County of Barnstable Children's Cove</u> <i>plu</i> Award Amount: \$56,250 | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: <ol style="list-style-type: none"> 1. FUNDING WILL BE UTILIZED AS OUTLINED IN THE MACA FY2019 STATEWIDE CSEC SERVICE ENHANCEMENT PROJECT APPLICATION. 2. FUNDING FOR THE RELATED SERVICES WILL NOT BEGIN UNTIL OCTOBER 1, 2018. 3. ALL FUNDS WILL BE EXPENDED BY JUNE 30, 2019 4. MONTHLY FISCAL INVOICES WILL BE SUBMITTED TO MACA AS REQUIRED. 5. MONTHLY VICTIM ASSISTANCE DATA WILL BE SUBMITTED TO MACA AS REQUIRED. 6. ONE SITE VISIT BY MACA STAFF AND/OR MACA BOARD OF DIRECTORS MAY OCCUR DURING GRANT PERIOD. 7. PARTICIPATION BY CONTRACT MANAGER IN GRANT INFORMATIONAL SESSIONS IS REQUIRED. | |
| TERMINATION DATE OF THIS AGREEMENT: This Agreement shall terminate on <u>June 30, 2019</u> . | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <i>[Handwritten Signature]</i> (Signature of Contractor's Authorized Signatory) | AUTHORIZING SIGNATURE FOR MACA: X: <i>[Handwritten Signature]</i> (Signature of Contractor's Authorized Signatory) |
| DATE: <u>Leo G. Calabrese, Mary Pat Flynn, Ron Beatty</u> (Date must be handwritten at time of signature) | DATE: <u>10/17/18</u> (Date must be handwritten at time of signature) |
| NAME: <u>09/19/18</u> | NAME: THOMAS KING |
| TITLE: <u>County Commissioners</u> | TITLE: EXECUTIVE DIRECTOR |

Budget Narrative:

Personnel Include the following information:

- Position title: **Forensic Interviewer/CSEC Case Manager**
- Annual Salary (if hourly include rate x hours = salary) \$29.41/hr. x 30 hrs/wk. x 37 wks = \$32,645.77
- Actual dollar amount funded by FY2019 contract
- Identify other funding source (if less than 100% funded by contract)

\$32,645.77

Fringe Benefits Include the following information:

- Fringe Benefits rate
- Actual dollar amount funded by FY2019 contract

*** Please note: the actual fringe benefits will be determined by the group insurance package selected by the new staff member. Projection: \$17,620.98 (health, dental, life) In addition to: Medicare: 1.45% = \$473.36; Retirement: 9.00% = \$2,938.12; WC: 4%; \$1,305.83; Unemploy: 3.12% = \$1,018.55. = \$5,735.86.

\$23,356.84

Indirect Rates (if applicable) Include the following information:

- Approved indirect rate
- Actual dollar amount funded by FY2019 contract

*** To be determined as 10% De Minimis for FY20

The intent of this contract is to support salary, fringe benefits and indirect costs (if applicable) related to the CSEC Case Manager position. However, if the total salary, fringe benefits, and indirect rate costs for FY'19 are less than the contract amount (\$56,250), remaining balance may be budgeted towards in-state travel (outreach, education, meeting attendance) and/or supplies (computer, phone, office supplies) necessary for the CSEC Case Manager position.

Travel Include the following information:

- Mileage: rate of mileage reimbursement x miles
- Tolls, parking fees

Supplies/Equipment Include the following information:

- Type of office supplies & cost:

247.39

Total \$ 56,250.00

AGENDA ITEM 8e

Authorizing the execution of a Program Support Agreement for a Children's Advocacy Center Support Grant from the Massachusetts Children's Alliance to Children's Cove, in the amount of \$50,000.00, for a period from October 1, 2018 through June 30, 2019, to promote community awareness about child sexual abuse



MASSACHUSETTS CHILDREN'S ALLIANCE

**Children's Advocacy Centers Support Grant FY'2018-2019
Program Support Agreement**

| | |
|---|--|
| CAC NAME: County of Barnstable: Children's Cove: The Cape and Islands Child Advocacy Center | MA STATE CHAPTER: Massachusetts Children's Alliance (MACA) |
| CONTRACT MANAGER: Stacy Gallagher | CONTRACT MANAGER: Thomas King |
| phone: 508-375-0410 fax: 508-375-0409 e-mail address: sgallagher@childrencove.org | phone: (617) 573 – 9800 fax: (617) 573 – 9832 e-mail address: tking@machildrensalliance.org |
| BUSINESS MAILING ADDRESS: P. O. Box 427 Barnstable, MA 02630 | BUSINESS MAILING ADDRESS: 11 Beacon Street, Suite 321 Boston, MA 02108 |

This is a joint agreement between Massachusetts Children's Alliance and Children's Cove: The Cape & Islands Child Advocacy Center

Award Amount: \$50,000

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE:

1. FUNDING WILL BE UTILIZED AS OUTLINED IN THE MACA PROPOSAL
2. ALL FUNDS WILL BE EXPENDED BY JUNE 30, 2019
3. TWO FISCAL AND PROJECT REPORTS SUBMITTED, AS REQUIRED. THE FIRST SET DUE JANUARY 15, 2019 AND THE FINAL REPORTS DUE JULY 15, 2019
4. A) SUBMISSION OF NCA STATISTICS FOR 7/1/18-12/31/2018 WILL BE SUBMITTED WITH JANUARY REPORTS.
B) SUBMISSION OF NCA STATISTICS FOR 1/1/19-6/30/2019 WILL BE SUBMITTED WITH JULY (FINAL) REPORTS
5. ONE SITE VISIT BY MACA STAFF AND/OR MACA BOARD OF DIRECTORS MAY OCCUR DURING GRANT PERIOD.
6. PARTICIPATION BY CONTRACT MANAGER IN GRANT INFORMATIONAL SESSION IS REQUIRED.
7. ANY BUDGET MODIFICATIONS MUST BE APPROVED IN WRITING BY MACA EXECUTIVE DIRECTOR. ALL MODIFICATIONS MUST BE FINALIZED BY MAY 30, 2019
8. **BY CASHING OUR FIRST CHECK, I ACKNOWLEDGE THAT THERE IS NO POSSIBILITY TO SPEND THESE FUNDS AFTER JUNE 30TH, 2019**

TERMINATION DATE OF THIS AGREEMENT: This Agreement shall terminate on June 30, 2019

| | |
|--|--|
| AUTHORIZING SIGNATURE FOR THE CAC: X: _____ (Signature of Contractor's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: LEO CAKOUNES, MARY PAT FLYNN, RON BEATY TITLE: BARNSTABLE COUNTY COMMISSIONERS | AUTHORIZING SIGNATURE FOR MACA: X: _____ (Signature of Contractor's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: THOMAS KING TITLE: EXECUTIVE DIRECTOR |
|--|--|



MASSACHUSETTS CHILDREN'S ALLIANCE

Children's Cove: The Cape & Islands Child Advocacy Center

P.O. Box 427,

Barnstable, MA 02630

Attn: Stacy Gallagher, Director

Dear Stacy,

The Massachusetts Children's Alliance is pleased to announce that we will be able to supply funding to Children's Cove: The Cape & Islands Child Advocacy Center for FY'2019. Your application has been approved for a grant of \$35,000. Furthermore, MACA will release FY'19 supplemental funding in the amount of \$15,000 (a supplemental application form will follow). The total FY'19 award to your program will be **\$50,000**.

In the process of reviewing your application, the MACA Grant Review Committee would like to share the following feedback:

- To further strengthen your application, please consider including more detail on how the proposed projects will allow the CAC to meet NCA standards.
- The Grant Review Committee felt additional detail on proposed projects could be integrated into the project narrative. For example, description of outcomes of past multimedia campaigns (anecdotal and/or data) would strengthen the application.

A supplemental application form and contract for the total FY'19 award will follow. To ensure payment information for the FY'19 award is correct, please review the information below and confirm accuracy or respond with necessary changes.

Checks payable to: Children's Cove: The Cape & Islands CAC

Mailing address for grant payments: P.O. Box 427, Barnstable, MA 02630

Attn: Stacy Gallagher

Thank you very much, and please do not hesitate to contact me with any questions.

Gina Hargrave-Amodio
Director of Grant Management
Massachusetts Children's Alliance

Cc: Tom King, Executive Director,
Massachusetts Children's Alliance

MACA Grant Review Committee

An Accredited Chapter of the National Children's Alliance

11 BEACON STREET, SUITE 321, BOSTON, MA 02108

P: 617.573.9800 F: 617.573.9832

www.machildrensalliance.org

AGENDA ITEM 8f

Authorizing the execution of a contract for a grant from the Massachusetts Executive Office of Housing and Economic Development and Seaport Economic Council, in the amount of \$300,000.00, for a period through June 30, 2020, for a Barnstable County Maritime Simulator project

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

| | |
|--|---|
| CONTRACTOR LEGAL NAME: Barnstable County (and d/b/a): | COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development MMARS Department Code: EED |
| Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable MA 02630 | Business Mailing Address: One Ashburton Place, Room 2101, Boston, MA 02108 |
| Contract Manager: Philip Burt | Billing Address (if different): same as |
| E-Mail: pburt@barnstablecounty.org | Contract Manager: Robin Pezzone |
| Phone: 508-375-6902 Fax: | E-Mail: robin.pezzone@mass.gov |
| Contractor Vendor Code: VC6000194979 | Phone: 617-788-3627 Fax: 617-788-3605 |
| Vendor Code Address ID (e.g. "AD001"): AD001, (Note: The Address Id Must be set up for EFT payments.) | MMARS Doc ID(s): RFR/Procurement or Other ID Number: Award Round 2018 |
| <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 checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | <input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>300,000</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 ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .) | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Seaport Economic Council grant funding for the Barnstable County Maritime Simulator project. | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | |
| CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>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 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: _____ Print Title: _____ | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ |



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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

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

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

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

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

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

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

pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

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

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

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

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

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

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

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

**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 Cakounes | County Commissioner |
| Ronald Beaty | County Commissioner |
| Mary Pat Flynn | County Commissioner |
| | |
| | |

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

Signature

Date:

Title: County Administrator

Telephone: 508 375 -6671

Fax: 508 362-4136

Email: jyunits@barnstablecounty.org

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

**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 Cakounes, Ronald Beaty, Mary Pat Flynn

Title:County Commissioners

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS

ARTICLE I
Agreement

THIS AGREEMENT, by and among the Massachusetts Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts (hereinafter referred to as “EOHED”) and Barnstable County (hereinafter referred to as “Public Entity”), jointly referred to as “The Parties”, is dated effective as of _____, 2018 and comprises the following:

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

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

ARTICLE II
Definitions

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

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

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

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

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

“**Seaport Economic Council**” shall mean the economic development grant program authorized by Executive Order 564, and further described in the Seaport Economic

Council Program Guidelines promulgated by the Secretary, as such Guidelines may be modified or updated from time to time.

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

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

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

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

“Total Maximum Obligation” shall mean a sum of money not to exceed \$300,000 Dollars.

ARTICLE III

Purpose

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

ARTICLE IV

Grant Administration

A. **EOHED Project Management.**

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

B. **Payment of Grant Funds.**

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

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Coordinator may

withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Coordinator will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Coordinator, the Public Entity may deviate from or suspend the Reimbursement Schedule.

2. In instances where payment is requested prior to funds being disbursed by the grantee, documentation of payment by the grantee to its contractors must be submitted to the appropriate EOHED grant manager within 60 days of receipt of funds from EOHED. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, and vendor paid to and date the check/EFT was processed.
3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.
4. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit invoices by the immediately following August 5th. **Late invoices from the Public Entity will not be accepted for payment by EOHED.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and August 5 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.

C. Use of Grant Funds.

1. Approved Project Expenses. Under the scope and purpose of the Contract, EOHED authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHED shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project as follows:
Specific conditions on funding and drawdown schedule are set forth in Article VII hereof.

Barnstable County Maritime Simulator project.

D. General Conditions of Funding

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

information and documentation that the Secretary deems necessary for such determination.

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

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

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

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

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

ARTICLE V

Obligations of the Public Entity

A. Obligations of the Public Entity

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

1. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
2. Submit invoices pursuant to Article IV.B

3. Provide quarterly reports to the Coordinator in the form of Exhibit C.
4. Cooperate fully and promptly with any other request for information that the Secretary or the Coordinator may make.
5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
6. Ensure that construction begins on this Project in accordance with Article VII.C and D.
7. Comply with all applicable federal, state and local laws in the course of undertaking the Project.

B. Compliance with Laws Regarding Contractors and Procurement

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

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 524 and 526, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM”) have set participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:
 - **10.4%** combined MBE/WBE participation on construction contract awards; and,
 - **17.9%** combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective

oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

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

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

C. Signage

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

D. Project Closeout

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

ARTICLE VI
Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

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

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

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

B. Failure to Timely Commence or Complete the Project

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

C. Recoupment of Grant Funds Upon Sale of Project

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

D. Completion of the Project After Termination

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

Article VII
Scope of Project

A. Description of the Project

Description of Project Site. The Barnstable County Fire Training Academy is located at 155 South Flint Rock Road in Hyannis, MA. South Flint Rock Road is less than ½ mile south from the intersection of Mary Dunn Road and Independence Drive. It is a Barnstable County owned property.

Description of the Project:

Scope of Work

- the project team will select a simulator design and determine which maritime training prop accessories will best meet the needs of the region.
- a project bid will be developed.
- the project will go through the formal procurement process.
- site preparation work will be finalized at the Fire Academy
- the training prop will be delivered to the Academy and assembled on site.

Scope Funded by Seaport Economic Council:

- Formal design, engineering, building, shipping and assembly of the training prop will be performed by a single vendor. – [\$300,000]

B. Economic Development Goals of the Project

Jobs Created

Total investment, other private and public funds leveraged

Other public benefits

C. Drawdown Schedule

All Grant Funds shall be drawn and expended by the Public Entity no later than June 30, 2020. Drawdown per fiscal year shall not exceed \$150,000 in fiscal year [2019] (ending on June 30, [2019]) and \$150,000 in fiscal year [2020] (ending on June 30, [2020]).

| <i>Quarter/Year</i> | <i>Invoice Amount</i> |
|--|------------------------------|
| 1 st QUARTER / FY19 | \$0.00 |
| 2 nd QUARTER / FY19 | \$88,000 |
| 3 rd QUARTER / FY19 | \$62,000 |
| 4 th QUARTER / FY19 | \$0 |
| 1 st QUARTER / FY20 | \$150,000 |
| | \$ |
| 1 st Quarter / FY20 Final Invoice Retainage (5%)* | \$150,000 (-5% Retainage) |
| TOTAL | \$300,000 |

D. Project Schedule

The Public Entity shall undertake the Project on the following schedule:
Milestones are as follows:

- October / 2018 – Design complete
- November / 2018 – Bid Advertised
- December - January / 2018-19 – Bid opening
- January 2019 – Award contract
- February / 2019 – Construction start date*
- March / 2019 – 25% complete*
- April / 2019 – 50% complete*

- May / 2019 – 75% complete*
- June / 2019 – 100% complete*
- June / 2020 – Contract Expiration Date

ARTICLE VIII **Notice**

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

To EOHEd:

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

To the Public Entity:

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

ARTICLE IX **Miscellaneous**

A. Authority

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

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Coordinator in the form consistent with Exhibit D. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

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

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

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

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

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

AGENDA ITEM 8g

Authorizing the execution of a Cost Reimbursement Research Subaward Agreement for a grant from the United States Department of Agriculture, through the University of Massachusetts, to the Cape Cod Cooperative Extension, in the amount of \$57,300.00, for a period from October 1, 2018 through September 30, 2019, for capacity funding for programs

FDP Cost Reimbursement Research Subaward Agreement

| | |
|--|---|
| Federal Awarding Agency: Department of Agriculture (USDA) | |
| Pass-Through Entity (PTE): University of Massachusetts | Subrecipient: County of Barnstable |
| PTE PI: Jody J. Goodell | Sub PI: Mike Maguire |
| PTE Federal Award No: | Subaward No: 19 010595 B 00 |
| Project Title: FY19 Capacity Funding Cooperative Extension Program SMITH LEVER | |
| Subaward Period of Performance (Budget Period): Start: 10/01/2018 End: 09/30/2019 | Amount Funded This Action (USD): \$ 57,300.00 |
| Estimated Project Period (if incrementally funded): Start: 10/01/2018 End: 09/30/2019 | Incrementally Estimated Total (USD): \$ 57,300.00 |

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Principal Investigator Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

| | |
|--|--|
| By an Authorized Official of Pass-through Entity: Name: Theresa W. Girardi, CRA Title: Assistant Director, Office of Grant & Contract Administration | By an Authorized Official of Subrecipient: Name: Leo Cakounes, Ron Beaty, Mary Pat Flynn Title: County Commissioners |
| Date: 10/17/18 | Date: |

Attachment 1
Certifications and Assurances

Subaward Number:

19 010595 B 00

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 in accordance with 2 CFR 200.450.

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

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

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

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

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

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

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name

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

Attachment 2
Federal Award Terms and Conditions

Subaward Number

19 010595 B 00

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

| Federal Award Issue Date | FAIN | CFDA No. |
|--------------------------|------|----------|
| 10/01/18 | | 10.500 |

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title

FY18 Capacity Funding Cooperative Extension Program SMITH LEVER

Key Personnel Per NOA

Jody J. Goodell

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>

2. 2 CFR 200 and 2 CFR 400

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://nifa.usda.gov/regulations-and-guidelines>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp>

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Other [enter text]

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

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

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

Data Rights:

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

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

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

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

19 010595 B 00

PTE Information

Entity Name: University of Massachusetts

Legal Address: Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035

Website: www.umass.edu

PTE Contacts

Central Email: [Redacted]

Principal Investigator Name: Jody J. Goodell

Email: jjellison@cns.umass.edu Telephone Number: 413-545-4800

Administrative Contact Name: Susan M. Girouard, MS, CRA, Sr. Grant & Contract Administrator

Email: sgirouard@umass.edu Telephone Number: 413-545-5887

COI Contact email (if different to above): [Redacted]

Financial Contact Name: Elizabeth Ortiz

Email: rainvoices@admin.umass.edu Telephone Number: 413-545-0806

Email invoices? Yes No Invoice email (if different): [Redacted]

Authorized Official Name: Theresa W. Girardi, CRA Assistant Director Office of Post Award Management

Email: ogca@research.umass.edu Telephone Number: 413-545-0698

PI Address:

Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035-9450

Administrative Address:

Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035-9450

Invoice Address:

Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035-9450

Attachment 3B
Subrecipient Contacts

Subaward Number:
19 010595 B 00

Subrecipient Information for FFATA reporting

Entity's DUNS Name: County of Barnstable

EIN No.: 04-6001419 Institution Type: County Government

DUNS: 076612407 Currently registered in SAM.gov: Yes No

Parent DUNS: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address

This section for U.S. Entities: Zip Code Look-up

Congressional District: MA-009 Zip Code+4: 02360-2130

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name: Mike Maguire

Email: mmaguire@barnstablecounty.org Telephone Number: 508-375-6701

Administrative Contact Name: Quan Tobey

Email: Quan.Tobey@barnstablecounty.org Telephone Number: 508-375-6965

Financial Contact Name: Quan Tobey

Email: Quan.Tobey@barnstablecounty.org Telephone Number: 508-375-6965

Invoice/Payment Email:

Authorized Official Name: John T. Yunits

Email: jack.yunits@barnstablecounty.org Telephone Number: 508-375-6671

Legal Address:

3195 Main Street Box 427
Barnstable, MA 02360-2130

Administrative Address:

3195 Main Street Box 427
Barnstable, MA 02360-2130

Payment Address:

3195 Main Street Box 427
Barnstable, MA 02360-2130

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

19 010595 B 00

Subrecipient:

Institution Name: County of Barnstable

PI Name: Mike Maguire

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

19 010595 B 00

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Pass-Through Entity

Submit carryover requests to the Principal Investigator

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

Other Special Reporting Requirements:

See Attachment 6 for Applicable Terms & Conditions

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
19 010595 B 00

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

| | |
|---|---|
| Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/> <input type="text"/> | Cost Sharing <input type="text" value="Yes"/> If Yes, include Amount: \$ <input type="text" value="60,000.00"/> |
|---|---|

Budget Details Below Attached, pages

Unallocated Budget. All funds must be used for the direct research activities as proposed.

Budget Totals

| | | |
|----------------|----|--|
| Direct Costs | \$ | <input type="text" value="57,300.00"/> |
| Indirect Costs | \$ | <input type="text" value="0.00"/> |
| Total Costs | \$ | <input type="text" value="57,300.00"/> |

All amounts are in United States Dollars

Exhibit A: FY19 Work Statement

I. Responsibilities of University of Massachusetts Amherst Extension

UMass Extension agrees to provide, free of charge, professional and technical assistance, such as communications and marketing support, assistance/expertise of state specialists, program coordination and educational materials in support of mutually agreed upon programs. Program development and delivery will be the responsibility of Extension staff utilizing mutually agreed upon program planning and reporting processes. UMass Extension agrees to provide professional and technical assistance of state specialists to the extent feasible at no cost to Barnstable County in support of programs.

II. Responsibilities of Barnstable County

1. Maintain educational programs in areas consistent with the mission of UMass Extension, as determined through the annual plan of work developed by the university and submitted to USDA. All programs delivered in Barnstable County will be guided primarily by needs identified by Barnstable County stakeholders and be consistent with broader university stakeholder listening processes. Support necessary to carry out programs, subject to availability, will be provided, including office space, clerical support, travel and materials funds.

2. Collaborate with UMass Extension in the delivery of educational programs consistent with the mission of UMass Extension and Barnstable County Extension. Specific program responsibilities include participation in the following UMass Extension Projects

4-H Program

Project: 4-H Program Delivery and Administration

Manage the 4-H program in Barnstable County

Recruit and support new 4-H volunteers and clubs

Work with community partners to conduct special interest and school enrichment programs

Conduct the “Coastal Explorer” marine science education program

Submit required reports, including, but not limited to

- ES237 youth participation data including “Coastal Explorer” program
- Club and Advisory financial reports.

Support 4-H focus area programs at the county and state levels (currently Science, Education and Technology (SET), Citizenship and Public Speaking)

Follow established 4-H policy and procedures.

Collect and process state 4-H enrollment fees.

Project: 4-H Military Partnership Project Support programs for military youth including the establishment of 4-H clubs for youth from military families.

Agriculture & Landscape Program

Project: Sustainable Landscape Management and Nursery Production

Participate in scouting landscape and writing weekly landscape message for Cape Cod, including weather, landscape and plant phenology
Contribute technical expertise related to nutrient management practices in the landscape for the commercial green industry
Contribute articles to Hort Notes statewide newsletter
Contribute articles to Garden Clippings statewide newsletter
Contribute to the development of the Garden Calendar
Respond to technical queries from landscape industry as needed

Natural Resources and Environmental Conservation Program

Develop and deliver educational programs in the following areas specific to Barnstable County.

Project: Marine Aquaculture and Resource Conservation

Develop and deliver educational program specific to Barnstable County as submitted in Barnstable county plan of work

Project: Household Hazardous Waste Management

Develop and deliver educational program specific to Barnstable County as submitted in Barnstable county plan of work

Nutrition Education Program

Food Safety

Conduct food safety training for food service providers
Conduct 1 Serv Safe in-service training program for Nutrition Education Program staff.
Lodging costs, if applicable, to be provided by UMass Extension.

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Provide educational programs to reach SNAP eligible audiences and DTA staff serving SNAP eligible audiences

3. Submit annual plans and reports as necessary to document programs and impacts.

These specifically include:

- Federal ES237 (October) Report documenting youth participation in programs, including 4-H, Marine Education and Nutrition

- 4-H club and Advisory group financial reports per 4-H policy (August 15)
- The annual plan of work (July) and accomplishment reports prepared annually prepared by Barnstable County. These reports will serve as the basis for effort planning and impact reporting (October).
- SNAP-Ed monthly summary of activities, annual plan (April/May), and annual report (October/November)

4. Furnish to UMass Extension, for use as offset against federal funds, a copy of the projected County Extension budget on or before July 1st, and a copy of actual County Extension expenditures by August 30th of each year. A maximum of \$200,000 may be used annually by the University of Massachusetts for match against federal funds received by UMass Extension.

5. Acknowledge the university conducts (currently bi-annual) Criminal Offender Record Information (CORI) checks of volunteers and personnel involved in Extension youth programming in accordance with Massachusetts General Laws and Criminal History Systems Board protocols.

III. Joint Responsibilities

1. UMass Extension and the Barnstable County Commissioners, agree to collaborate in the development, delivery and evaluation of educational programs in Barnstable County, and promotion activities in support of Barnstable County and UMass Extension, including:

- The development and operation of programs and program planning procedures.
- The development of educational program methods and techniques.
- The development and use of program evaluation and assessment methods.
- The development and use of organizational visibility and promotion materials to co-brand program and identity materials.
- The use of the appropriate National Institute for Food and Agriculture/USDA non-discrimination notices on all publications, newsletters, events announcements and e-mails.
- The annual performance review of staff and development of professional improvement plans, provided however, that both parties agree that Barnstable County shall have primary responsibility.
- The development and use of data collection methods to demonstrate equal access to Extension programs by underserved and diverse citizens.

Exhibit B: FY18 Budget

| | |
|-------------------------------|----------|
| Personnel and Fringe Benefits | \$57,300 |
| Barnstable County Cost Share | \$60,000 |

Exhibit C: Prime Terms & Conditions

USDA-NIFA-SLBC funds are subject to the following:

- Formula Grants Terms and Conditions, <http://nifa.usda.gov/business/formula.html>
- General Provisions, 7 CFR Part 3015, 7CFR Part 3017, 7 CFR Part 3018, and 7 CFR Part 3019
- Administrative Manual for Smith Lever Act:
<http://www.crees.usda.gov/business/awards/formula/manuals/coopextension.pdf>
- Guidelines for the State Plans of Work
- Stakeholder Input Regulation (7 CFR 3418)
- Administrative Guidance for Multistate Extension and Integrated Activities

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages information contains all applicable terms and conditions referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

This Award incorporates the following:

Administrative Guidance for Multistate Extension and Integrated Activities <https://nifa.usda.gov/resource/administrativeguidance-multistate-extension-and-integrated-activities>.

NIFA Federal Assistance Policy Guide at: <https://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>

Prohibition against using funds under grants and cooperative agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>.

Stakeholder Input Regulation (7 CFR 3418)

NIFA Capacity Award Terms and Conditions Dec. 2017 version at: <https://nifa.usda.gov/resource/capacity-award-terms-andconditions-dec-2017>

This award will reach the statutory time limitation on 9/30/2022, the end date of this award. No-cost extensions of time will not be possible.

The awardee is required to maintain complete, accurate, up-to-date records to support all matching activities under the award. Matching requirements may not be satisfied with Federal funds or with property or services provided under another Federal assistance award.

AGENDA ITEM 8g

Authorizing the execution of a Cost Reimbursement Research Subaward Agreement for a grant from the United States Department of Agriculture, through the University of Massachusetts, to the Cape Cod Cooperative Extension, in the amount of \$57,300.00, for a period from October 1, 2018 through September 30, 2019, for capacity funding for programs

FDP Cost Reimbursement Research Subaward Agreement

| | |
|--|---|
| Federal Awarding Agency: Department of Agriculture (USDA) | |
| Pass-Through Entity (PTE): University of Massachusetts | Subrecipient: County of Barnstable |
| PTE PI: Jody J. Goodell | Sub PI: Mike Maguire |
| PTE Federal Award No: | Subaward No: 19 010595 B 00 |
| Project Title: FY19 Capacity Funding Cooperative Extension Program SMITH LEVER | |
| Subaward Period of Performance (Budget Period): Start: 10/01/2018 End: 09/30/2019 | Amount Funded This Action (USD): \$ 57,300.00 |
| Estimated Project Period (if incrementally funded): Start: 10/01/2018 End: 09/30/2019 | Incrementally Estimated Total (USD): \$ 57,300.00 |

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Principal Investigator Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

| | |
|--|---|
| By an Authorized Official of Pass-through Entity: Name: Theresa W. Girardi, CRA Title: Assistant Director, Office of Grant & Contract Administration Date: 10/17/18 | By an Authorized Official of Subrecipient: Name: Leo Cakounes, Ron Beaty, Mary Pat Flynn Title: County Commissioners Date: |
|--|---|

Attachment 1
Certifications and Assurances

Subaward Number:

19 010595 B 00

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 in accordance with 2 CFR 200.450.

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

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

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

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

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

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

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name

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

Attachment 2
Federal Award Terms and Conditions

Subaward Number

19 010595 B 00

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

| Federal Award Issue Date | FAIN | CFDA No. |
|--------------------------|------|----------|
| 10/01/18 | | 10.500 |

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title

FY18 Capacity Funding Cooperative Extension Program SMITH LEVER

Key Personnel Per NOA

Jody J. Goodell

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>

2. 2 CFR 200 and 2 CFR 400

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://nifa.usda.gov/regulations-and-guidelines>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp>

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Other [enter text]

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

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

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

Data Rights:

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

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

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

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

19 010595 B 00

PTE Information

Entity Name: University of Massachusetts

Legal Address: Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035

Website: www.umass.edu

PTE Contacts

Central Email: [Redacted]

Principal Investigator Name: Jody J. Goodell

Email: jjellison@cns.umass.edu Telephone Number: 413-545-4800

Administrative Contact Name: Susan M. Girouard, MS, CRA, Sr. Grant & Contract Administrator

Email: sgirouard@umass.edu Telephone Number: 413-545-5887

COI Contact email (if different to above): [Redacted]

Financial Contact Name: Elizabeth Ortiz

Email: rainvoices@admin.umass.edu Telephone Number: 413-545-0806

Email invoices? Yes No Invoice email (if different): [Redacted]

Authorized Official Name: Theresa W. Girardi, CRA Assistant Director Office of Post Award Management

Email: ogca@research.umass.edu Telephone Number: 413-545-0698

PI Address:

Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035-9450

Administrative Address:

Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035-9450

Invoice Address:

Mass Venture Center
100 Venture Way, Suite 201
Hadley, MA 01035-9450

Attachment 3B
Subrecipient Contacts

Subaward Number:
19 010595 B 00

Subrecipient Information for FFATA reporting

Entity's DUNS Name: County of Barnstable

EIN No.: 04-6001419 Institution Type: County Government

DUNS: 076612407 Currently registered in SAM.gov: Yes No

Parent DUNS: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address: *This section for U.S. Entities:* Congressional District: MA-009 Zip Code Look-up: Zip Code+4: 02360-2130

Subrecipient Contacts

Central Email: Website:

Principal Investigator Name: Mike Maguire

Email: mmaguire@barnstablecounty.org Telephone Number: 508-375-6701

Administrative Contact Name: Quan Tobey

Email: Quan.Tobey@barnstablecounty.org Telephone Number: 508-375-6965

Financial Contact Name: Quan Tobey

Email: Quan.Tobey@barnstablecounty.org Telephone Number: 508-375-6965

Invoice/Payment Email:

Authorized Official Name: John T. Yunits

Email: jack.yunits@barnstablecounty.org Telephone Number: 508-375-6671

Legal Address:

3195 Main Street Box 427
Barnstable, MA 02360-2130

Administrative Address:

3195 Main Street Box 427
Barnstable, MA 02360-2130

Payment Address:

3195 Main Street Box 427
Barnstable, MA 02360-2130

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

19 010595 B 00

Subrecipient:

Institution Name: County of Barnstable

PI Name: Mike Maguire

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

19 010595 B 00

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Pass-Through Entity

Submit carryover requests to the Principal Investigator

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

Other Special Reporting Requirements:

See Attachment 6 for Applicable Terms & Conditions

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
19 010595 B 00

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

| | |
|---|---|
| Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/> <input type="text"/> | Cost Sharing <input type="text" value="Yes"/> If Yes, include Amount: \$ <input type="text" value="60,000.00"/> |
|---|---|

Budget Details Below Attached, pages

Unallocated Budget. All funds must be used for the direct research activities as proposed.

Budget Totals

| | | |
|----------------|----|--|
| Direct Costs | \$ | <input type="text" value="57,300.00"/> |
| Indirect Costs | \$ | <input type="text" value="0.00"/> |
| Total Costs | \$ | <input type="text" value="57,300.00"/> |

All amounts are in United States Dollars

Exhibit A: FY19 Work Statement

I. Responsibilities of University of Massachusetts Amherst Extension

UMass Extension agrees to provide, free of charge, professional and technical assistance, such as communications and marketing support, assistance/expertise of state specialists, program coordination and educational materials in support of mutually agreed upon programs. Program development and delivery will be the responsibility of Extension staff utilizing mutually agreed upon program planning and reporting processes. UMass Extension agrees to provide professional and technical assistance of state specialists to the extent feasible at no cost to Barnstable County in support of programs.

II. Responsibilities of Barnstable County

1. Maintain educational programs in areas consistent with the mission of UMass Extension, as determined through the annual plan of work developed by the university and submitted to USDA. All programs delivered in Barnstable County will be guided primarily by needs identified by Barnstable County stakeholders and be consistent with broader university stakeholder listening processes. Support necessary to carry out programs, subject to availability, will be provided, including office space, clerical support, travel and materials funds.

2. Collaborate with UMass Extension in the delivery of educational programs consistent with the mission of UMass Extension and Barnstable County Extension. Specific program responsibilities include participation in the following UMass Extension Projects

4-H Program

Project: 4-H Program Delivery and Administration

Manage the 4-H program in Barnstable County

Recruit and support new 4-H volunteers and clubs

Work with community partners to conduct special interest and school enrichment programs

Conduct the “Coastal Explorer” marine science education program

Submit required reports, including, but not limited to

- ES237 youth participation data including “Coastal Explorer” program
- Club and Advisory financial reports.

Support 4-H focus area programs at the county and state levels (currently Science, Education and Technology (SET), Citizenship and Public Speaking)

Follow established 4-H policy and procedures.

Collect and process state 4-H enrollment fees.

Project: 4-H Military Partnership Project Support programs for military youth including the establishment of 4-H clubs for youth from military families.

Agriculture & Landscape Program

Project: Sustainable Landscape Management and Nursery Production

Participate in scouting landscape and writing weekly landscape message for Cape Cod, including weather, landscape and plant phenology
Contribute technical expertise related to nutrient management practices in the landscape for the commercial green industry
Contribute articles to Hort Notes statewide newsletter
Contribute articles to Garden Clippings statewide newsletter
Contribute to the development of the Garden Calendar
Respond to technical queries from landscape industry as needed

Natural Resources and Environmental Conservation Program

Develop and deliver educational programs in the following areas specific to Barnstable County.

Project: Marine Aquaculture and Resource Conservation

Develop and deliver educational program specific to Barnstable County as submitted in Barnstable county plan of work

Project: Household Hazardous Waste Management

Develop and deliver educational program specific to Barnstable County as submitted in Barnstable county plan of work

Nutrition Education Program

Food Safety

Conduct food safety training for food service providers
Conduct 1 Serv Safe in-service training program for Nutrition Education Program staff.
Lodging costs, if applicable, to be provided by UMass Extension.

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Provide educational programs to reach SNAP eligible audiences and DTA staff serving SNAP eligible audiences

3. Submit annual plans and reports as necessary to document programs and impacts.

These specifically include:

- Federal ES237 (October) Report documenting youth participation in programs, including 4-H, Marine Education and Nutrition

- 4-H club and Advisory group financial reports per 4-H policy (August 15)
- The annual plan of work (July) and accomplishment reports prepared annually prepared by Barnstable County. These reports will serve as the basis for effort planning and impact reporting (October).
- SNAP-Ed monthly summary of activities, annual plan (April/May), and annual report (October/November)

4. Furnish to UMass Extension, for use as offset against federal funds, a copy of the projected County Extension budget on or before July 1st, and a copy of actual County Extension expenditures by August 30th of each year. A maximum of \$200,000 may be used annually by the University of Massachusetts for match against federal funds received by UMass Extension.

5. Acknowledge the university conducts (currently bi-annual) Criminal Offender Record Information (CORI) checks of volunteers and personnel involved in Extension youth programming in accordance with Massachusetts General Laws and Criminal History Systems Board protocols.

III. Joint Responsibilities

1. UMass Extension and the Barnstable County Commissioners, agree to collaborate in the development, delivery and evaluation of educational programs in Barnstable County, and promotion activities in support of Barnstable County and UMass Extension, including:

- The development and operation of programs and program planning procedures.
- The development of educational program methods and techniques.
- The development and use of program evaluation and assessment methods.
- The development and use of organizational visibility and promotion materials to co-brand program and identity materials.
- The use of the appropriate National Institute for Food and Agriculture/USDA non-discrimination notices on all publications, newsletters, events announcements and e-mails.
- The annual performance review of staff and development of professional improvement plans, provided however, that both parties agree that Barnstable County shall have primary responsibility.
- The development and use of data collection methods to demonstrate equal access to Extension programs by underserved and diverse citizens.

Exhibit B: FY18 Budget

| | |
|-------------------------------|----------|
| Personnel and Fringe Benefits | \$57,300 |
| Barnstable County Cost Share | \$60,000 |

Exhibit C: Prime Terms & Conditions

USDA-NIFA-SLBC funds are subject to the following:

- Formula Grants Terms and Conditions, <http://nifa.usda.gov/business/formula.html>
- General Provisions, 7 CFR Part 3015, 7CFR Part 3017, 7 CFR Part 3018, and 7 CFR Part 3019
- Administrative Manual for Smith Lever Act:
<http://www.crees.usda.gov/business/awards/formula/manuals/coopextension.pdf>
- Guidelines for the State Plans of Work
- Stakeholder Input Regulation (7 CFR 3418)
- Administrative Guidance for Multistate Extension and Integrated Activities

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages information contains all applicable terms and conditions referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

This Award incorporates the following:

Administrative Guidance for Multistate Extension and Integrated Activities <https://nifa.usda.gov/resource/administrativeguidance-multistate-extension-and-integrated-activities>.

NIFA Federal Assistance Policy Guide at: <https://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>

Prohibition against using funds under grants and cooperative agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>.

Stakeholder Input Regulation (7 CFR 3418)

NIFA Capacity Award Terms and Conditions Dec. 2017 version at: <https://nifa.usda.gov/resource/capacity-award-terms-andconditions-dec-2017>

This award will reach the statutory time limitation on 9/30/2022, the end date of this award. No-cost extensions of time will not be possible.

The awardee is required to maintain complete, accurate, up-to-date records to support all matching activities under the award. Matching requirements may not be satisfied with Federal funds or with property or services provided under another Federal assistance award.

AGENDA ITEM 8h

Authorizing the execution of a dredge agreement with the Town of Barnstable in an amount not to exceed \$536,250.00 to do and perform all dredge related work for the Town's Dead Neck/Sampson's Island Dredging and Nourishment Project

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Fairhaven Shipyard Companies, Inc.
50 Fort Street
Fairhaven, MA 02719

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

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

WHEREAS: Barnstable County issued an Invitation for Bids for qualified vendors to perform maintenance on the County dredge "Cod Fish and the County workboat "J.W. Doane"

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated August 11, 2018 and the Contractor's proposal dated September 10, 2018 incorporated herein as Appendix A.
3. Time of Performance. Vendor is to coordinate work with Dredge Director; however work must be completed no later than June 30, 2019.
4. Payment. The County shall compensate the Contractor for services provided:

| | |
|--------------------------------|----------------------------|
| County Dredge "Cod Fish" – | not to exceed \$116,090.00 |
| County Workboat "J.W. Doane" – | not to exceed \$15,800.00 |
| TOTAL - | not to exceed \$131,890.00 |

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

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to

the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the 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 Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:



10-17-18

Date

AGENDA ITEM 8h

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers
Program Administrator

Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: October 30, 2018
TO: County Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon parcels of real estate in Notices of Betterment Assessment recorded as:

- Book 11776, Page 118; Book 12876, Page 255; Book 18673, Page 104; Book 19292, Page 68; Book 27513, Page 49 and; Book 29631, Page 72; Barnstable County Registry of Deeds,

stating that betterments were to be assessed pursuant to betterment agreements for septic improvements, in accordance with General Laws, Chapter 111, Section 127B ½ have together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date