

AGENDA PACKET

11/07/18 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- No Documents.

Agenda Item 6a:

- Proposed Ordinance 18-__: Providing a supplemental budget for appropriations in Fiscal Year 2019

Agenda Item 6b:

- Proposed Ordinance 18-__: Appropriating net premiums from Bond proceeds for restricted purposes in Fiscal Year 2019

Agenda Item 8a:

- No Documents.

Agenda Item 8b:

- FDP Cost Reimbursement Subaward Agreement for a grant from the United States Development Administration, through the University of Massachusetts Dartmouth, to the Cape Cod Commission, in the amount of \$67,500.00, for a period through September 4, 2021

Agenda Item 8c:

- Memorandum dated November 1, 2018 to the Barnstable County Commissioners from Gail Coyne, Chief Fiscal Officer, regarding a New Fund Request to create a new special revenue fund for the U.S. Economic Development Administration funded Southeastern Massachusetts Marine Science and Technology Corridor project through the University of Massachusetts Dartmouth

Agenda Item 8d:

- Funding Approval and HOME Investment Partnership Agreement for a grant from the United States Department of Housing and Urban Development for the period October 19, 2017 through October 19, 2025, reducing the amount of funding by \$255,943.00
- Summary regarding HUD De-obligation dated September 27, 2018 to the County Commissioners from Jack Yunits, County Administrator and accompanying exhibits

Agenda Item 8e:

- Agreement between Barnstable County and Aquacultrual Research Corporation to provide shellfish seed to Barnstable County Towns for a period through June 22, 2019

Agenda Item 8f:

- Agreement between Barnstable County and Aquacultrual Research Corporation to conduct a regional oyster remote set program for Barnstable County Towns for a period through June 29, 2019

Agenda Item 8g:

- Memorandum dated October 30, 2018 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments recorded as Document No. 683973, Lot 52, Plan 35239-B, Sh 4, Certificate of Title Number 143110; Document Number 875459, Lot 119, Plan 33783-L, Certificate of Title Number 165600; Registry District of the Land Court and; Book 5999, Page 117; Book 9264, Page 141; Book 16127, Page 92; Book 27443, Page 23; Barnstable County Registry of Deeds

AGENDA ITEM 6a

Proposed Ordinance 18-__: Providing a supplemental budget for appropriations in Fiscal Year 2019

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

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 6b

Proposed Ordinance 18-__: Appropriating net premiums from Bond proceeds for restricted purposes in Fiscal Year 2019

BARNSTABLE COUNTY
In the Year Two Thousand Eighteen
Proposed Ordinance 18- __

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

To appropriate the Bond Premium Proceeds received from the sale of General Obligation Bonds dated September 20, 2017 for restricted purposes as set forth below:

Section 1.

Based on Bond Premium Proceeds received and confirmed in the Issue Summary of the Barnstable County Municipal Purpose Loan of 2017 prepared by the Unibank Fiscal Advisory Services, Inc, the sum set forth in section one, for the restricted purposes set forth therein and subject to the regulations of the Internal Revenue Code and applicable Massachusetts General Laws, are hereby appropriated from the Bond Premium Proceeds Reserve as a supplemental appropriation for Barnstable County.

| <u>Budget #</u> | <u>Sub-Program</u> | <u>\$ Amount</u> |
|----------------------------------|------------------------------|------------------|
| 0005 | Departmental Equipment | \$18,783.00 |
| 0005 | Building Renovations | \$66,015.05 |
| 0005 | Computer Software & Hardware | \$151,120.91 |
| 0005 | Dredge Enterprise | \$136,023.27 |
| TOTAL SUPPLEMENTAL APPROPRIATION | | \$371,942.23 |

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

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 8b

Authorizing the execution of a Federal Demonstration Project Cost Reimbursement Research Subaward Agreement for a grant from the United States Development Administration, through the University of Massachusetts Dartmouth, to the Cape Cod Commission, in the amount of \$67,500.00, for a period through September 4, 2021 for a Southeastern Massachusetts Maine Science and Technology Corridor Project

FDP Cost Reimbursement Research Subaward Agreement

| | | |
|--|--|--|
| Federal Awarding Agency: <input type="text" value="Other [Type in Agency]"/> | | Department of Commerce- EDA |
| Pass-Through Entity (PTE): <input type="text" value="University of Massachusetts Dartmouth"/> | | Subrecipient: <input type="text" value="Cape Cod Commission"/> |
| PTE PI: <input type="text" value="Hugh Dunn"/> | Sub PI: <input type="text" value="Leslie Richardson"/> | |
| PTE Federal Award No: <input type="text" value="01-79-14813"/> | Subaward No: <input type="text" value="29520"/> | |
| Project Title: <input type="text" value="Southeastern Massachusetts Marine Science and Technology Corridor"/> | | |
| Subaward Period of Performance (Budget Period): Start: <input type="text" value="09/05/2018"/> End: <input type="text" value="09/04/2019"/> | | Amount Funded This Action (USD): \$ <input type="text" value="22,500.00"/> |
| Estimated Project Period (if incrementally funded): Start: <input type="text" value="09/05/2018"/> End: <input type="text" value="09/04/2021"/> | | Incrementally Estimated Total (USD): \$ <input type="text" value="67,500.00"/> |

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 Administrative Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative 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 Administrative 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 Authorized Official 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: | | By an Authorized Official of Subrecipient: | |
| Name: <input type="text" value="Deborah Dolan"/> Date: <input type="text"/> Title: <input type="text" value="Pre-Award & Subrecipient Manager"/> | Name: <input type="text" value="Leo Cakounes, Ronald Beaty, Mary Pat Flynn"/> Date: <input type="text"/> Title: <input type="text" value="Barnstable County Commissioners"/> | | |

Attachment 1
Certifications and Assurances

Subaward Number:

29520

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

29520

Required Data Elements

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

| Federal Award Issue Date | FAIN | CFDA No. |
|--------------------------|-------------|----------|
| 09/05/18 | 01-79-14813 | 11.307 |

This Subaward Is:

Research & Development Subject to FFATA

| CFDA Title |
|--------------------------------|
| Economic Adjustment Assistance |
| Key Personnel Per NOA |
| Hugh Dunn |

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://www.osec.doc.gov/oam/grants_management/policy/

2. 2 CFR 200

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://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

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

https://www2.ntia.doc.gov/files/department_of_commerce_standard_terms_conditions.pdf

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 Administrative 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: Additive

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:

Other Sponsor Agency:

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

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements;
<https://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
29520

PTE Information

Entity Name: University of Massachusetts Dartmouth

Legal Address: 285 Old Westport Rd
No. Dartmouth MA 02747

Website: www.umassd.edu

PTE Contacts

Central Email: spa@umassd.edu

Principal Investigator Name: Hugh Dunn

Email: hdunn1@umassd.edu Telephone Number: 508.999.9120

Administrative Contact Name: Deborah Dolan

Email: ddolan@umassd.edu Telephone Number: 508.999.8173

COI Contact email (if different to above): akarberg@umassd.edu

Financial Contact Name: Sandra Rosa

Email: srosa2@umassd.edu Telephone Number: 508.999.8813

Email invoices? Yes No Invoice email (if different): ddolan@umassd.edu

Authorized Official Name: Deborah Dolan

Email: ddolan@umassd.edu Telephone Number: 508.999.8173

PI Address:

Center for Innovation & Entrepreneurship
151 Martine St, Fall River, MA 02723

Administrative Address:

285 Old Westport Rd.
No. Dartmouth, MA 02747

Invoice Address:

ddolan@umassd.edu

Attachment 3BResearch Subaward Agreement
Subrecipient Contacts

Subaward Number:

29520

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Barnstable, County of

EIN No.: 046001419

Institution Type: County Government

DUNS: 076612407

Currently registered in SAM.gov: Yes NoExempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS:

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

Congressional District: 9th

Zip Code+4: 02630-1105

Place of Performance Address3225 Main Street
Barnstable, MA 02630**Subrecipient Contacts**

Central Email: frontdesk@capecodcommission.org

Website: www.capecodcommission.org

Principal Investigator Name: Leslie Richardson

Email: lrichardson@capecodcommission.org

Telephone Number: 508-744-1223

Administrative Contact Name: Leslie Richardson

Email: lrichardson@capecodcommission.org

Telephone Number: 508-744-1223

Financial Contact Name: Maria McCauley

Email: mmccauley@capecodcommission.org

Telephone Number: 508-744-1230

Invoice Email: mmccauley@capecodcommission.org

Authorized Official Name: Gail Coyne

Email: gcoyne@capecodcommission.org

Telephone Number: 508-744-1202

Legal Address:3195 Main Street
Barnstable, MA 02630**Administrative Address:**3225 Main Street
Barnstable, MA 02630**Payment Address:**3195 Main Street
Barnstable, MA 02630

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
29520

Subrecipient:

Institution Name: Cape Cod Commission

PI Name: Leslie Richardson

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:

29520

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 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 Administrative Contact
- 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 15 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 Principal Investigator 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 Administrative Contact.

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 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.

Other Special Reporting Requirements:

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

Subaward Number:
29520

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"/> % Rate Type: <input type="text" value="Total Direct Costs"/> <input type="text"/> | Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/> |
|--|--|

Budget Details Below Attached, pages

YR1 total \$22,500
YR2 total \$22,500
Yr3 total \$22,500
Total Cost reimbursable up to \$67,500

Budget Totals

| | |
|--------------------|--|
| Direct Costs | \$ <input type="text" value="47,000.00"/> |
| Indirect Costs | \$ <input type="text" value="20,500.00"/> |
| Total Costs | \$ <input type="text" value="67,500.00"/> |

All amounts are in United States Dollars

Attachment 6
Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

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



CAPE COD
COMMISSION

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

May 7, 2018

Debra Beavin, EDA MA EDR
U.S. Department of Commerce – EDA
Philadelphia Regional office
Robert N.C. Nix, Sr., Federal Building and U.S. Courthouse
900 Market Street, Room 602
Philadelphia, PA 19107

RE: Letter of Commitment

Dear Ms. Beavin:

This letter serves to confirm that the Cape Cod Commission is committed to, through a 3-year partnership with the University of Massachusetts, Dartmouth and the Southeastern Regional Planning and Economic Development District (SRPEDD), completing the Southeastern Massachusetts Marine Science and Technology Corridor project. The goal of the project is to solidify and expand the Marine Science and Technology industry throughout Cape Cod and the Massachusetts South Coast. The project includes YR 1: Comprehensive Assessment of Marine Science and Technology sector and the formation of an Advisory Committee, YR 2: Establishment of Corridor Alliance and Strategic Plan, and YR 3: Launch of Alliance, Implementation and Sustainability Activities.

If you should have any questions please contact Leslie Richardson, Chief Economic Development Officer at 508-744-1223 or lrichardson@capecodcommission.org.

Sincerely,

A handwritten signature in cursive script that reads "Kristy Senatori".

Kristy Senatori
Acting Executive Director



BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION, SUB-AWARD EDA MARINE TECHNOLOGY CLUSTER DEVELOPMENT GRANT

Overall Budget

| Source | Amount |
|----------------------------------|-----------------|
| Federal (EDA) Grant Contribution | \$67,500 |
| Recipient (CCC) Contribution | 0 |
| Total | \$67,500 |

Budget Categories

| Category | Grant Amount | CCC Amount | Total |
|---------------------------|-----------------|------------|-----------------|
| Personnel | \$28,000 | \$0 | \$28,000 |
| Fringe Benefits | \$19,000 | \$0 | \$19,000 |
| Travel | | | \$0 |
| Equipment | | | \$0 |
| Supplies | | | \$0 |
| Contractual | | | \$0 |
| Other | | | \$0 |
| Total Direct Costs | \$47,000 | \$0 | \$47,000 |
| Indirect Charges | \$20,500 | \$0 | \$20,500 |
| Grand Total | \$67,500 | \$0 | \$67,500 |

- a. Personnel: The County calculates its salaries based on 260 days per year, 7.5 hours per day, with 1,950 total hours paid. Direct labor hours are estimated at 1,740 providing an allowance for vacation (10 days), holiday (13 days) and sick (5 days) leave. Direct Labor is used as the base for applying the indirect cost charge.
- b. Fringe Benefits: Fringe benefits include: Holiday Pay, Indirect Accrued Pay, Health/Dental Insurance, Medicare and Retirement.
- c. Travel: No funding requested
- d. Equipment: No funding requested
- e. Supplies: No funding requested
- f. Contractual: No funding requested
- g. Other: No funding requested
- h. Total Direct Costs: Personnel plus fringe
- i. Indirect Costs: Indirect costs include executive/administrative salaries; utilities including telephone, gas, electric; legal services provided for general or administrative matters; education; office and computer equipment repair; travel for executive/administrative staff and members; advertising except for regulatory project advertising which is billed to the project applicant; postage and express mail; printing except for specifically identified projects exceeding \$1k; miscellaneous contractual

BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION, SUB-AWARD
EDA MARINE TECHNOLOGY CLUSTER DEVELOPMENT GRANT

services including trash removal; supplies; books and subscriptions; association dues; equipment and room rentals; office lease. NOTE: Barnstable County is not required to negotiate an indirect cost rate with its cognizant federal agency because it does not receive more than \$35 million in federal funding (AS PER CFR 200 Appendix VII.D.b).

- j. Total: Direct and Indirect costs

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
01-79-14813; VRI:112316

RECIPIENT NAME
University of Massachusetts Dartmouth

PERIOD OF PERFORMANCE
36 Months from grant award

STREET ADDRESS
285 Old Westport Road

FEDERAL SHARE OF COST
\$ 600,000

CITY, STATE, ZIP CODE
Dartmouth, Massachusetts, 02747-2300

RECIPIENT SHARE OF COST
\$ 600,000

AUTHORITY
Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)

TOTAL ESTIMATED COST
\$ 1,200,000

CFDA NO. AND NAME
11.307 Economic Adjustment Assistance

PROJECT TITLE
Southeastern Massachusetts Marine Science and Technology Corridor

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda Cruz-Carnall, Regional Director

Linda Cruz-Carnall

DATE

09/05/18

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Deborah Dolan, Pre-Award & Subrecipient Manager
Elena Flatman, Director

Elena Flatman

DATE

9/12/18

SPECIAL AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Economic Adjustment Assistance, Short Term Planning, and Technical Assistance Programs under Sections 203, 207 and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3143, 3147 and 3149

| | |
|---|------------------------------------|
| Project Title: Southeastern Massachusetts Marine Science and Technology Corridor | |
| Recipient Name: University of Massachusetts Dartmouth | Project Number: 01-79-14813 |

1. This EDA Award supports the work described in the approved final scope of work, which is attached as Exhibit 1 and is incorporated by reference into this Award, as the *Authorized Scope of Work*.

All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

2. The Recipient Contact's name, title, address, and telephone number are:

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|--|---|
| Deborah Dolan Pre-Award and Subrecipient Manager Phone: (508) 999-8173 Email: ddolan@umassd.edu | University of Massachusetts Dartmouth 285 Old Westport Road Dartmouth, Massachusetts 02747-2300 |
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

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| Linda Cruz-Carnall Regional Director Phone: (215) 597-4603 Fax: (215) 597-1063 Email: lcruz-carnall@eda.gov | Economic Development Administration Philadelphia Regional Office Robert N.C. Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107 |
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

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| Marguerite McGinley Area Director Phone: (215) 597-8822 Fax: (215) 597-1063 Email: mmcginley@eda.gov | Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107 |
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

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|---|---|
| Debra Beavin Economic Development Representative Phone: (215) 597-8719 Fax: (215) 597-1063 Email: dbeavin@eda.gov | Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107 |
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- Authorized Scope of Work (Exhibit 1)
- Authorized Staffing Plan (Exhibit 2)
- Instructions on how to enroll and access funds in ASAP (Exhibit 3).

Should there be a discrepancy among these documents, the Special Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

| | |
|---|--|
| Return of Executed Financial Assistance Award | No later than 30 calendar days after receipt of Form CD-450/CD-451 |
| Authorized Award End Date..... | 36 months from Date of Award |
| Submission of Final Project Progress Report | No later than 90 calendar days from the Award End Date |
| Submission of Final Financial Documents (SF-425)..... | No later than 90 calendar days from the Award End Date |

The Recipient shall diligently pursue the development and implementation of the project upon receipt of the EDA Award so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event which could substantially delay meeting

any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342, as applicable.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. AWARD DISBURSEMENTS: Reimbursement basis only.** EDA will make disbursements using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

In order to receive disbursements, the Recipient must submit a “*Request for Reimbursement*” (Form SF-270 or any successor form) for the applicable period electronically to the Project Officer, who will review and process the request.

Please note that prior to the initial disbursement, the Recipient must complete the attached Form SF-3881 (or any successor form) “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (*FAX is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. Project Progress Reports:* The Recipient agrees to provide the Project Officer with project progress reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than 1 month following the end of the semi-annual period.

Performance progress reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, and containing the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the semi-annual reporting project period;
- ii. Document accomplishments, benefits, and impacts that the project and activities are having. The Recipient should note where activities have led to specific outcomes such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events that would highlight the benefits of the EDA investment;

- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next semi-annual reporting period;
- v. Outline challenges that currently impact or could impact progress on the Award over the next semi-annual reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA’s website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update progress made during the award period that will mitigate need and advance economic development;
 - ii. Provide a high-level overview of the activities undertaken;
 - iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts;
 - iv. Outline the expected and actual economic benefits of the project as of the time that the report is written; and
 - v. Any other key information from the project.
- b. ***Financial Reports:*** The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. Reports are due no later than 1 month following the end of the semi-annual period.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Line Item Budget:

- A. Under the terms of the Award, the total approved/authorized budget is:

| | |
|----------------------------|-------------|
| Federal Share (EDA) | \$600,000 |
| Non-Federal Matching Share | \$600,000 |
| Total Project Cost | \$1,200,000 |

- B. Under the terms of this Award, the total approved line item budget is: – enter line item budget here

| | |
|----------------------|-------------|
| Personnel | \$287,909 |
| Fringe Benefits | \$ 94,688 |
| Travel | \$ 16,448 |
| Equipment | |
| Supplies | \$ 33,000 |
| Contractual | \$511,000 |
| Other | \$ 19,008 |
| Total Direct Charges | \$962,053 |
| Indirect Charges | \$237,947 |
| TOTAL | \$1,200,000 |

10. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.
11. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.
12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must include on their face the name of the DOC agency funding the award, the award number, and a description of no more than two words identifying the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer the file to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

13. **PLANNING COORDINATION:** In keeping with regional economic development principles, the Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
14. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.326. All contracts for services to perform portions of the Authorized Scope of Work must conform to these principles.

15. **SUBAWARDS:** It is understood that certain work activities undertaken as part of the project funded through this Financial Assistance Award will be accomplished through a subawards by the Recipient to the Cape Cod Commission and the Southeastern Regional Planning and Economic Development District. Prior to the incurrence of costs by the subawardee, the Recipient shall submit to EDA for review and approval a subaward agreement between the Recipient and the subawardee(s) governing the subawardee's work activities. The subawardee(s) agreement must meet the requirements of 2 C.F.R. § 200.331, including a requirement that the subawardee(s) comply with all of the terms and conditions of this Financial Assistance Award, including but not limited to the Standard and Special Award conditions and OMB regulations at 2 C.F.R. part 200.
16. **SIMPLIFIED ACQUISITION THRESHOLD:** In accordance with OMB Memorandum M-18-18 (June 20, 2018), the Simplified Acquisition Threshold (see 2 C.F.R. § 200.88) and Micro-purchase Threshold (see 2 C.F.R. § 200.67) applicable to this Award are \$250,000 and \$10,000, respectively. The Recipient may utilize Small Purchase Procedures or Procurement by Micro-purchases, as applicable, for purchases below these thresholds (see 2 C.F.R. § 200.320).
17. **STAFFING CHANGES:** In the event of a change in the professional staff positions funded with the EDA grant, the Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of his or her resume within 30 business days of the selection.
18. **NONRELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award for convenience or cause (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.
19. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these required reports may adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document, if applicable. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

20. REAFFIRMATION OF APPLICATION: Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

EXHIBIT 1

Authorized Scope of Work

This EDA investment will assist the University of Massachusetts Dartmouth Public Policy Center in coordination with UMass Economic Development and Center for Innovation and Entrepreneurship, Cape Cod Commission and the Southeast Regional Planning & Economic Development District in a three-year initiative which includes a comprehensive study, formalization of a Marine Science and Technology Alliance, development of a strategic plan and the formal launch of Alliance's Marine Sciences & Technology work program and marketing campaign as an International Cluster.

The scope of work includes the following elements:

YEAR 1. Conduct Comprehensive Study of Marine Science and Technology Sector.

A. Establish an Advisory Committee: Establish an Advisory Committee consisting of representatives from public and private sectors including existing defense contractor's interest in the Marine Science and Technology sector to advise on the design of the sector assessment and recommend data and other information sources for the research, as well as help identify key themes and findings arising from the research. The Advisory Committee will begin to align the public and private sectors of marine technology and improve communication around sector innovation, future market opportunities, collaboration opportunities, and lead to the establishment of the Alliance in Year 2.

B. Comprehensive Assessment of the Marine Science & Technology Sector: Conduct a comprehensive analysis of the Marine Science and Technology sector located within the corridor extending from Cape Cod across the South Coast and RI border. Elements of the Assessment:

- **Background** – review of previous studies, initiatives, and organizational efforts;
- **Defining the Sector** - review and analysis of existing sector definitions, key Informant Interviews (e.g. Advisory Committee), vet with advisory committee;
- **Region Overview** – Develop methodology to define the marine corridor based on clustering of key assets, economic profile of the Region;
- **Sector Assessment** – Identification of firms and ancillary businesses and industries, mapping of supply chains, identification of education-firm and firm-firm synergies, partnerships with universities, government, and other firms in the

sector (within and outside the region), identifying strengths, challenges, and opportunities, including the degree to which companies export and identifying export barriers/opportunities;

- Assessment of the Research & Development Activity - Collect information on the research activity of institutional and entrepreneurial researchers in the region and determine complementarities with the Blue Economy, interview sample of relevant businesses and key informants to determine research needs, current research activities, and potential game changers, assess alignment of the research agenda with the needs and interests of area businesses;
- Workforce Assessment – current workforce, related occupations, interview sample of relevant businesses about workforce needs, labor force needs and challenges, recruitment needs and challenges, determine alignment between workforce needs and educational programs;
- Analysis of Strengths, Challenges, & Opportunities by Industry – engage stakeholder to identify of strengths, weaknesses, opportunities within the sector;
- Findings and Next Steps – summarize key findings from the research and identify logical next steps for strengthening the sector, including recommending priority issues and actions for consideration by the Marine Corridor Alliance;
- Final Report and Design/Distribution

Throughout Year 1, the project team will provide presentations, conduct outreach and meet regularly with the Advisory Committee to provide input on the research, as it is completed.

YEAR 2. Establish Corridor Alliance and Prepare Strategic Plan.

A. Establish a Marine Science & Technology Corridor Alliance:

Formally establish a Marine Science & Technology Corridor Alliance to strengthen and expand the Marine Science & Technology Cluster along the Cape and SouthCoast.

- Recruit Membership - UMass/CIE/SRPEDD/CCC Higher ED entity/Chambers/ key industry sector businesses (including marine defensive contractors), State ED/ RPA and others – South Coast Development Partnership (SCDP) - management mechanism/staff;

- Determine Staffing Needs:
- Develop Business and Sustainability Plan – The proposed membership of the alliance will include various public and private stakeholders that can be identified as primary beneficiaries as such they will be engaged for possible long-term resources for funding. Potential stakeholders include college and universities, innovation centers, marine technology companies and key, defense contracts, state economic development and maritime agencies, chambers of commerce and others. An existing but limited resource of funding is provided by the SouthCoast Development Partnership under UMass Dartmouth but will need to be supplemented with additional resources as initiative progresses.

B. Develop & Adopt 10-year Strategy for the Marine Science & Technology Corridor Alliance:

- Establish Mission, Goals, and Objectives for the Alliance;
- Agree on priority sector research needs and opportunities with the goal of strengthen and expanding university research capacity, research partnerships between universities and firms, and institutional partnerships between higher education institutions and affiliated entities in the region;
- Agree on workforce training and recruitment needs and opportunities with the goal of filling gaps in existing degree and training curricula and programs essential to the existing and future workforce;
- Agree on ways to address structural challenges to the industry with the goal of easing workforce recruitment, expanding market export opportunities, and building existing and new firms in the region. Identify and address structural challenges related to needed infrastructure, housing and spouse employment issues, regulations, and other institutional impediments to growth;
- Agree on steps to facilitate and expand export market opportunities to with goal of increasing sector sales and competitive position in the international market;
- Agree on methods to advance entrepreneurship, firm creation, and innovation within the sector with the goal of maintaining and expanding the region's market position. Methods could include the expansion and development of innovation centers or incubator type entities within the

region to test and commercialize technology and support business development;

- Based on the above, draft an action plan for the first year of implementation (Year 3 of the grant), for 5-years and for 10-years;
- Compile into a strategy document and officially adopt it.

YEAR 3. Launch Alliance/Corridor Marketing Plan, Implementation and Sustainability Activities.

- **Implement Marketing Plan and Outreach Activities:** Develop methods for branding the corridor in order to expand export markets, recruit workers, and attract research funds to the region;
- **Implementation Activities:** Implement the action plan completed in Year 2 of this grant for the Alliance's first year of operation;
- **Ensure Sustainability:** Continue collaboration with various stakeholders and other participants to secure long-term funding resources to continue the programs after the EDA Award is completed.

EXHIBIT 2

Authorized Staffing Plan(s)

UMass Dartmouth
Staffing Plan Year 1

| Position/Title | Annual Salary | Federal Project Share | Non-Federal Project Share | Fringe Benefits | Time to Program | Total |
|---------------------------------------|---------------|-----------------------|---------------------------|-----------------|-----------------|-------|
| | | (12 month) | (12 month) | (12 month) | (Percentage) | |
| UMass Dartmouth | | | | | | |
| <i>Executive Director,</i> | █ | █ | █ | █ | █ | █ |
| <i>Administrative Assistant</i> | █ | █ | - | █ | █ | █ |
| <i>Director, Public Policy Center</i> | █ | █ | █ | █ | █ | █ |
| <i>Director of Research</i> | █ | █ | █ | █ | █ | █ |
| <i>Senior Research Associate</i> | █ | █ | █ | █ | █ | █ |
| <i>Research Associate</i> | █ | █ | █ | █ | █ | █ |
| <i>Graduate Student Research</i> | █ | - | █ | - | █ | █ |
| <i>Graduate Student Research</i> | █ | - | █ | - | █ | █ |

**UMass Dartmouth
Staffing Plan Year 2**

| Position/Title | Annual Salary | Federal Project Share | Non-Federal Project Share | Fringe Benefits | Time to Program | Total |
|---|----------------------|------------------------------|----------------------------------|------------------------|------------------------|--------------|
| | | (12 month) | (12 month) | (12 month) | (Percentage) | |
| UMass Dartmouth | | | | | | |
| <i>Executive Director, Economic Development</i> | ██████ | ██████ | ██████ | ██████ | ██████ | ██████ |
| <i>Administrative Assistant</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Director, Public Policy Center</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Director of Research</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Senior Research Associate</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Research Associate</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |

**UMass Dartmouth
Staffing Plan Year 3**

| Position/Title | Annual Salary | Federal Project Share | Non-Federal Project Share | Fringe Benefits | Time to Program | Total |
|---|----------------------|------------------------------|----------------------------------|------------------------|------------------------|--------------|
| | | (12 month) | (12 month) | (12 mo) | (Percentage) | |
| UMass Dartmouth | | | | | | |
| <i>Executive Director, Economic Development</i> | █ | █ | █ | █ | █ | █ |
| <i>Administrative Assistant</i> | █ | █ | | █ | █ | █ |
| | | | | | | |
| <i>Director, Public Policy Center</i> | █ | █ | | █ | █ | █ |
| <i>Director of Research</i> | █ | █ | | █ | █ | █ |
| <i>Senior Research Associate</i> | | | | | | |
| <i>Research Associate</i> | | | | | | |

EXHIBIT 3

Instructions on How to Enroll in the Automated Standard Application for Payments (ASAP) System

1. The grantee will send an email to EDA's ASAP e-mail address, edagrants@NOAA.gov. If the grantee is already enrolled in ASAP.gov with another federal agency, EDA still needs this email. However, all the organization needs to do is link their organization to EDA. There are instructions on Home page of ASAP.gov on how to link.
 - a. Include the grantee's complete name, address, Tax Identification Number, DUNS number, ASAP's Recipient ID (if already enrolled in ASAP)
 - b. Include the point of contact's (POC) name, phone number, title, and e-mail address. It is suggested that the POC is an employee in the Accounting or Finance office.
 - c. EDA will enroll the grantee by comparing the enrollment information to application received by the project officer.
 - d. EDA will reply to the POC and inform him/her that the grantee has been enrolled.
2. The POC will receive an email from ASAP.gov. This email will be triggered by EDA enrolling the grantee.
 - a. The email will have instructions for the POC on the enrollment process.
 - b. The email will have the POC's User ID in it.
 - c. The password is sent by U.S. Mail for security purposes.
3. Once the POC has his user's ID and password, the POC can log into ASAP.gov*
 - a. The POC confirms the information entered by EDA.
 - b. The POC identifies the recipient organization's officials, which include the Head of Organization, Authorizing Official, and Financial Official. A re-delegated Head of Organization and another Point of Contact can also be defined.
4. Once entered by the POC, the officials are assigned a User ID and temporary password in ASAP.gov's system. He/she will receive an email notification.
5. The Head of Organization approves the officials identified by the point of contact.*
6. The Authorizing Official is responsible for confirming the recipient organization's information and identifying the users who need access to the ASAP.gov application*.
7. The Financial Official is responsible for entering the bank account information for the recipient organization. * If the grantee is already enrolled in ASAP.gov with another federal agency all the organization needs to do is link their organization to EDA. There are instructions on the Homepage of ASAP.gov.

8. Once all of the above tasks are completed, the ASAP.gov application will notify EDA by email that the grantee's enrollment has been completed. The email will include the ASAP recipient number.
9. EDA will create and fund accounts for the grantee so that the grantee will be able to draw down funds using ASAP.gov

Please visit ASAP.gov's website at <http://fms.treas.gov/asap> for more information, including instructions and a user manual. Please note that there is excellent online help at ASAP.gov.

*The setting on the computer's desktop must have the screen resolution set to 1024x768.

- a. Right click on an empty space on the computer's desktop.
- b. Select Properties.
- c. Go to the Setting tab.
- d. Change the screen resolution to 1024x768.

Who to Call if You Have Questions about ASAP

Username or password problems- Federal Reserve Bank of Richmond -804-697-8384

Enrollment questions - National Oceanic and Atmospheric Administration (NOAA) Finance Team: *Teresa Shahan @ 301-444-2807, Roberta Duncan @ 301-444-2753 or by email @ edagrants@NOAA.gov.*

Funding questions - National Oceanic and Atmospheric Administration (NOAA) Finance Team: (EDA cannot fund your grant until we receive an email from ASAP.gov confirming enrollment completion.)

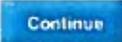
How to use the ASAP system/ System questions- call the Treasury Financial Center determined by the location of your state capital:

- In the Eastern and Central time zone, call the Kansas City Regional Financial Center at (855)868-0151 from 7:30 a.m. to 4:00 p.m.
- If your state capital is in the any time zone other than the Eastern and Central time zones, call San Francisco Financial Center at (510)594-7182 from 7:30 a.m. to 4:00 p.m.

Not sure - National Oceanic and Atmospheric Administration (NOAA) Finance Team: *Teresa Shahan @ 301-444-2807, Roberta Duncan @ 301-444-2753 or via email @ edagrants@NOAA.gov.*

Procedures for Drawing Down Funds from ASAP

For Grants that are on Reimbursement Status

1. The grantee will send a Request for Advance or Reimbursement, SF 270, to the project officer with the amount that they want to draw down and the period of performance. This does not need to be an original. It can be sent to the project officer either by email, fax, or mail.
2. The grantee will go into ASAP and request a payment for the same amount that is on the SF-270.
 - a. Click on the  Tab at the top of the screen.
 - b. From the drop down menu, select initiate payment request.
 - c. Confirm banking account information and number.
 - d. Select Payment Request type as **Individual** Payment Method - ACH or wire
 - e. Requested Settlement date- grantee's decision (next business day)
 - f. Requester Reference number- EDA's grant number, Account # is EDA's grant number with the letter "F" in front of the grant number (no hyphens)
 - g. Press 
 - h. Cash on Hand 0.00
 - i. Amount Requested \$\$\$\$.\$\$
 - j. Review
 - k. Press- 
3. EDA's project officer will notify NOAA's Finance Team and grantee thru the ASAP email address edagrants@NOAA.gov authorizing funds draws. NOAA's Team also must receive a copy of the SF-270. (With cover letter)
 - a. On the subject line, please include organization's name and project number
4. NOAA will release the funds in ASAP upon grantees withdrawal in ASAP.
5. The funds will be in the grantee's account within two business days of approval.

*All grants except for planning grants with program code of 83 and 84.

AGENDA ITEM 8c

Authorizing the creation of a new special revenue fund for a grant from the United States Development Administration, through the University of Massachusetts Dartmouth, to the Cape Cod Commission, in the amount of \$67,500.00, for a period through September 4, 2021 for a Southeastern Massachusetts Maine Science and Technology Corridor Project

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



CAPE COD
COMMISSION

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

DATE: November 1, 2018
TO: Barnstable County Commissioners
FROM: Gail Coyne, Chief Fiscal Officer
RE: New Fund Request

Your approval is requested to create a new special revenue fund for the U.S. Economic Development Administration funded Southeastern Massachusetts Marine Science and Technology Corridor project through the University of Massachusetts Dartmouth. The initial \$22,500 funding period is for the period September 5, 2018 through September 4, 2019; two additional annual funding periods for \$22,500 each will extend the project period to September 4, 2021 for a total of \$67,500.

Thank you for your consideration.

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

FDP Cost Reimbursement Research Subaward Agreement

| | | |
|--|--|--|
| Federal Awarding Agency: <input type="text" value="Other [Type in Agency]"/> | | Department of Commerce- EDA |
| Pass-Through Entity (PTE): University of Massachusetts Dartmouth | | Subrecipient: Cape Cod Commission |
| PTE PI: <input type="text" value="Hugh Dunn"/> | Sub PI: <input type="text" value="Leslie Richardson"/> | |
| PTE Federal Award No: <input type="text" value="01-79-14813"/> | Subaward No: <input type="text" value="29520"/> | |
| Project Title: <input type="text" value="Southeastern Massachusetts Marine Science and Technology Corridor"/> | | |
| Subaward Period of Performance (Budget Period): Start: <input type="text" value="09/05/2018"/> End: <input type="text" value="09/04/2019"/> | | Amount Funded This Action (USD): \$ <input type="text" value="22,500.00"/> |
| Estimated Project Period (if incrementally funded): Start: <input type="text" value="09/05/2018"/> End: <input type="text" value="09/04/2021"/> | | Incrementally Estimated Total (USD): \$ <input type="text" value="67,500.00"/> |

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 Administrative Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative 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 Administrative 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 Authorized Official 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: | | By an Authorized Official of Subrecipient: | |
| Name: <input type="text" value="Deborah Dolan"/> Date: <input type="text"/> Title: <input type="text" value="Pre-Award & Subrecipient Manager"/> | Name: <input type="text" value="Leo Cakounes, Ronald Beaty, Mary Pat Flynn"/> Date: <input type="text"/> Title: <input type="text" value="Barnstable County Commissioners"/> | | |

Attachment 1
Certifications and Assurances

Subaward Number:

29520

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

29520

Required Data Elements

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

| Federal Award Issue Date | FAIN | CFDA No. |
|--------------------------|-------------|----------|
| 09/05/18 | 01-79-14813 | 11.307 |

This Subaward Is:

Research & Development Subject to FFATA

| CFDA Title |
|--------------------------------|
| Economic Adjustment Assistance |
| Key Personnel Per NOA |
| Hugh Dunn |

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://www.osec.doc.gov/oam/grants_management/policy/

2. 2 CFR 200

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://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

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

https://www2.ntia.doc.gov/files/department_of_commerce_standard_terms_conditions.pdf

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 Administrative 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: Additive

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:

Other Sponsor Agency:

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

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements;
<https://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
29520

PTE Information

Entity Name: University of Massachusetts Dartmouth

Legal Address: 285 Old Westport Rd
No. Dartmouth MA 02747

Website: www.umassd.edu

PTE Contacts

Central Email: spa@umassd.edu

Principal Investigator Name: Hugh Dunn

Email: hdunn1@umassd.edu Telephone Number: 508.999.9120

Administrative Contact Name: Deborah Dolan

Email: ddolan@umassd.edu Telephone Number: 508.999.8173

COI Contact email (if different to above): akarberg@umassd.edu

Financial Contact Name: Sandra Rosa

Email: srosa2@umassd.edu Telephone Number: 508.999.8813

Email invoices? Yes No Invoice email (if different): ddolan@umassd.edu

Authorized Official Name: Deborah Dolan

Email: ddolan@umassd.edu Telephone Number: 508.999.8173

PI Address:

Center for Innovation & Entrepreneurship
151 Martine St, Fall River, MA 02723

Administrative Address:

285 Old Westport Rd.
No. Dartmouth, MA 02747

Invoice Address:

ddolan@umassd.edu

Attachment 3BResearch Subaward Agreement
Subrecipient Contacts

Subaward Number:

29520

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Barnstable, County of

EIN No.: 046001419

Institution Type: County Government

DUNS: 076612407

Currently registered in SAM.gov: Yes NoExempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS:

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

Congressional District: 9th

Zip Code+4: 02630-1105

Place of Performance Address3225 Main Street
Barnstable, MA 02630**Subrecipient Contacts**

Central Email: frontdesk@capecodcommission.org

Website: www.capecodcommission.org

Principal Investigator Name: Leslie Richardson

Email: lrichardson@capecodcommission.org

Telephone Number: 508-744-1223

Administrative Contact Name: Leslie Richardson

Email: lrichardson@capecodcommission.org

Telephone Number: 508-744-1223

Financial Contact Name: Maria McCauley

Email: mmccauley@capecodcommission.org

Telephone Number: 508-744-1230

Invoice Email: mmccauley@capecodcommission.org

Authorized Official Name: Gail Coyne

Email: gcoyne@capecodcommission.org

Telephone Number: 508-744-1202

Legal Address:3195 Main Street
Barnstable, MA 02630**Administrative Address:**3225 Main Street
Barnstable, MA 02630**Payment Address:**3195 Main Street
Barnstable, MA 02630

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

29520

Subrecipient:

Institution Name: Cape Cod Commission

PI Name: Leslie Richardson

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:

29520

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 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 Administrative Contact
- 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 15 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 Principal Investigator 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 Administrative Contact.

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 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.

Other Special Reporting Requirements:

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

Subaward Number:
29520

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"/> % Rate Type: <input type="text" value="Total Direct Costs"/> <input type="text"/> | Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/> |
|--|--|

Budget Details Below Attached, pages

YR1 total \$22,500
YR2 total \$22,500
Yr3 total \$22,500
Total Cost reimbursable up to \$67,500

Budget Totals

| | |
|--------------------|--|
| Direct Costs | \$ <input type="text" value="47,000.00"/> |
| Indirect Costs | \$ <input type="text" value="20,500.00"/> |
| Total Costs | \$ <input type="text" value="67,500.00"/> |

All amounts are in United States Dollars

Attachment 6
Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

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



CAPE COD
COMMISSION

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

May 7, 2018

Debra Beavin, EDA MA EDR
U.S. Department of Commerce – EDA
Philadelphia Regional office
Robert N.C. Nix, Sr., Federal Building and U.S. Courthouse
900 Market Street, Room 602
Philadelphia, PA 19107

RE: Letter of Commitment

Dear Ms. Beavin:

This letter serves to confirm that the Cape Cod Commission is committed to, through a 3-year partnership with the University of Massachusetts, Dartmouth and the Southeastern Regional Planning and Economic Development District (SRPEDD), completing the Southeastern Massachusetts Marine Science and Technology Corridor project. The goal of the project is to solidify and expand the Marine Science and Technology industry throughout Cape Cod and the Massachusetts South Coast. The project includes YR 1: Comprehensive Assessment of Marine Science and Technology sector and the formation of an Advisory Committee, YR 2: Establishment of Corridor Alliance and Strategic Plan, and YR 3: Launch of Alliance, Implementation and Sustainability Activities.

If you should have any questions please contact Leslie Richardson, Chief Economic Development Officer at 508-744-1223 or lrichardson@capecodcommission.org.

Sincerely,

A handwritten signature in cursive script that reads "Kristy Senatori".

Kristy Senatori
Acting Executive Director



BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION, SUB-AWARD EDA MARINE TECHNOLOGY CLUSTER DEVELOPMENT GRANT

Overall Budget

| Source | Amount |
|----------------------------------|-----------------|
| Federal (EDA) Grant Contribution | \$67,500 |
| Recipient (CCC) Contribution | 0 |
| Total | \$67,500 |

Budget Categories

| Category | Grant Amount | CCC Amount | Total |
|---------------------------|-----------------|------------|-----------------|
| Personnel | \$28,000 | \$0 | \$28,000 |
| Fringe Benefits | \$19,000 | \$0 | \$19,000 |
| Travel | | | \$0 |
| Equipment | | | \$0 |
| Supplies | | | \$0 |
| Contractual | | | \$0 |
| Other | | | \$0 |
| Total Direct Costs | \$47,000 | \$0 | \$47,000 |
| Indirect Charges | \$20,500 | \$0 | \$20,500 |
| Grand Total | \$67,500 | \$0 | \$67,500 |

- a. Personnel: The County calculates its salaries based on 260 days per year, 7.5 hours per day, with 1,950 total hours paid. Direct labor hours are estimated at 1,740 providing an allowance for vacation (10 days), holiday (13 days) and sick (5 days) leave. Direct Labor is used as the base for applying the indirect cost charge.
- b. Fringe Benefits: Fringe benefits include: Holiday Pay, Indirect Accrued Pay, Health/Dental Insurance, Medicare and Retirement.
- c. Travel: No funding requested
- d. Equipment: No funding requested
- e. Supplies: No funding requested
- f. Contractual: No funding requested
- g. Other: No funding requested
- h. Total Direct Costs: Personnel plus fringe
- i. Indirect Costs: Indirect costs include executive/administrative salaries; utilities including telephone, gas, electric; legal services provided for general or administrative matters; education; office and computer equipment repair; travel for executive/administrative staff and members; advertising except for regulatory project advertising which is billed to the project applicant; postage and express mail; printing except for specifically identified projects exceeding \$1k; miscellaneous contractual

BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION, SUB-AWARD
EDA MARINE TECHNOLOGY CLUSTER DEVELOPMENT GRANT

services including trash removal; supplies; books and subscriptions; association dues; equipment and room rentals; office lease. NOTE: Barnstable County is not required to negotiate an indirect cost rate with its cognizant federal agency because it does not receive more than \$35 million in federal funding (AS PER CFR 200 Appendix VII.D.b).

- j. Total: Direct and Indirect costs

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
01-79-14813; VRI:112316

RECIPIENT NAME
University of Massachusetts Dartmouth

PERIOD OF PERFORMANCE
36 Months from grant award

STREET ADDRESS
285 Old Westport Road

FEDERAL SHARE OF COST
\$ 600,000

CITY, STATE, ZIP CODE
Dartmouth, Massachusetts, 02747-2300

RECIPIENT SHARE OF COST
\$ 600,000

AUTHORITY
Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)

TOTAL ESTIMATED COST
\$ 1,200,000

CFDA NO. AND NAME
11.307 Economic Adjustment Assistance

PROJECT TITLE
Southeastern Massachusetts Marine Science and Technology Corridor

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda Cruz-Carnall, Regional Director

Linda Cruz-Carnall

DATE

09/05/18

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Deborah Dolan, Pre-Award & Subrecipient Manager
Elena Flatman, Director

Elena Flatman

DATE

9/12/18

SPECIAL AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Economic Adjustment Assistance, Short Term Planning, and Technical Assistance Programs under Sections 203, 207 and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3143, 3147 and 3149

| | |
|---|------------------------------------|
| Project Title: Southeastern Massachusetts Marine Science and Technology Corridor | |
| Recipient Name: University of Massachusetts Dartmouth | Project Number: 01-79-14813 |

1. This EDA Award supports the work described in the approved final scope of work, which is attached as Exhibit 1 and is incorporated by reference into this Award, as the *Authorized Scope of Work*.

All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

2. The Recipient Contact's name, title, address, and telephone number are:

| | |
|--|---|
| Deborah Dolan Pre-Award and Subrecipient Manager Phone: (508) 999-8173 Email: ddolan@umassd.edu | University of Massachusetts Dartmouth 285 Old Westport Road Dartmouth, Massachusetts 02747-2300 |
|--|---|

3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

| | |
|---|--|
| Linda Cruz-Carnall Regional Director Phone: (215) 597-4603 Fax: (215) 597-1063 Email: lcruz-carnall@eda.gov | Economic Development Administration Philadelphia Regional Office Robert N.C. Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107 |
|---|--|

4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

| | |
|--|---|
| Marguerite McGinley Area Director Phone: (215) 597-8822 Fax: (215) 597-1063 Email: mmcginley@eda.gov | Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107 |
|--|---|

5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

| | |
|---|---|
| Debra Beavin Economic Development Representative Phone: (215) 597-8719 Fax: (215) 597-1063 Email: dbeavin@eda.gov | Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107 |
|---|---|

6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- Authorized Scope of Work (Exhibit 1)
- Authorized Staffing Plan (Exhibit 2)
- Instructions on how to enroll and access funds in ASAP (Exhibit 3).

Should there be a discrepancy among these documents, the Special Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

| | |
|---|--|
| Return of Executed Financial Assistance Award | No later than 30 calendar days after receipt of Form CD-450/CD-451 |
| Authorized Award End Date..... | 36 months from Date of Award |
| Submission of Final Project Progress Report | No later than 90 calendar days from the Award End Date |
| Submission of Final Financial Documents (SF-425)..... | No later than 90 calendar days from the Award End Date |

The Recipient shall diligently pursue the development and implementation of the project upon receipt of the EDA Award so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event which could substantially delay meeting

any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342, as applicable.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. AWARD DISBURSEMENTS: Reimbursement basis only.** EDA will make disbursements using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

In order to receive disbursements, the Recipient must submit a “*Request for Reimbursement*” (Form SF-270 or any successor form) for the applicable period electronically to the Project Officer, who will review and process the request.

Please note that prior to the initial disbursement, the Recipient must complete the attached Form SF-3881 (or any successor form) “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (*FAX is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. Project Progress Reports:* The Recipient agrees to provide the Project Officer with project progress reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than 1 month following the end of the semi-annual period.

Performance progress reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, and containing the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the semi-annual reporting project period;
- ii. Document accomplishments, benefits, and impacts that the project and activities are having. The Recipient should note where activities have led to specific outcomes such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events that would highlight the benefits of the EDA investment;

- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next semi-annual reporting period;
- v. Outline challenges that currently impact or could impact progress on the Award over the next semi-annual reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA’s website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update progress made during the award period that will mitigate need and advance economic development;
 - ii. Provide a high-level overview of the activities undertaken;
 - iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts;
 - iv. Outline the expected and actual economic benefits of the project as of the time that the report is written; and
 - v. Any other key information from the project.
- b. ***Financial Reports:*** The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. Reports are due no later than 1 month following the end of the semi-annual period.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Line Item Budget:

- A. Under the terms of the Award, the total approved/authorized budget is:

| | |
|----------------------------|-------------|
| Federal Share (EDA) | \$600,000 |
| Non-Federal Matching Share | \$600,000 |
| Total Project Cost | \$1,200,000 |

- B. Under the terms of this Award, the total approved line item budget is: – enter line item budget here

| | |
|----------------------|-------------|
| Personnel | \$287,909 |
| Fringe Benefits | \$ 94,688 |
| Travel | \$ 16,448 |
| Equipment | |
| Supplies | \$ 33,000 |
| Contractual | \$511,000 |
| Other | \$ 19,008 |
| Total Direct Charges | \$962,053 |
| Indirect Charges | \$237,947 |
| TOTAL | \$1,200,000 |

10. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.
11. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.
12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must include on their face the name of the DOC agency funding the award, the award number, and a description of no more than two words identifying the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer the file to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

13. **PLANNING COORDINATION:** In keeping with regional economic development principles, the Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
14. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.326. All contracts for services to perform portions of the Authorized Scope of Work must conform to these principles.

15. **SUBAWARDS:** It is understood that certain work activities undertaken as part of the project funded through this Financial Assistance Award will be accomplished through a subawards by the Recipient to the Cape Cod Commission and the Southeastern Regional Planning and Economic Development District. Prior to the incurrence of costs by the subawardee, the Recipient shall submit to EDA for review and approval a subaward agreement between the Recipient and the subawardee(s) governing the subawardee's work activities. The subawardee(s) agreement must meet the requirements of 2 C.F.R. § 200.331, including a requirement that the subawardee(s) comply with all of the terms and conditions of this Financial Assistance Award, including but not limited to the Standard and Special Award conditions and OMB regulations at 2 C.F.R. part 200.
16. **SIMPLIFIED ACQUISITION THRESHOLD:** In accordance with OMB Memorandum M-18-18 (June 20, 2018), the Simplified Acquisition Threshold (see 2 C.F.R. § 200.88) and Micro-purchase Threshold (see 2 C.F.R. § 200.67) applicable to this Award are \$250,000 and \$10,000, respectively. The Recipient may utilize Small Purchase Procedures or Procurement by Micro-purchases, as applicable, for purchases below these thresholds (see 2 C.F.R. § 200.320).
17. **STAFFING CHANGES:** In the event of a change in the professional staff positions funded with the EDA grant, the Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of his or her resume within 30 business days of the selection.
18. **NONRELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award for convenience or cause (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.
19. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these required reports may adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document, if applicable. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

20. REAFFIRMATION OF APPLICATION: Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

EXHIBIT 1

Authorized Scope of Work

This EDA investment will assist the University of Massachusetts Dartmouth Public Policy Center in coordination with UMass Economic Development and Center for Innovation and Entrepreneurship, Cape Cod Commission and the Southeast Regional Planning & Economic Development District in a three-year initiative which includes a comprehensive study, formalization of a Marine Science and Technology Alliance, development of a strategic plan and the formal launch of Alliance's Marine Sciences & Technology work program and marketing campaign as an International Cluster.

The scope of work includes the following elements:

YEAR 1. Conduct Comprehensive Study of Marine Science and Technology Sector.

A. Establish an Advisory Committee: Establish an Advisory Committee consisting of representatives from public and private sectors including existing defense contractor's interest in the Marine Science and Technology sector to advise on the design of the sector assessment and recommend data and other information sources for the research, as well as help identify key themes and findings arising from the research. The Advisory Committee will begin to align the public and private sectors of marine technology and improve communication around sector innovation, future market opportunities, collaboration opportunities, and lead to the establishment of the Alliance in Year 2.

B. Comprehensive Assessment of the Marine Science & Technology Sector: Conduct a comprehensive analysis of the Marine Science and Technology sector located within the corridor extending from Cape Cod across the South Coast and RI border. Elements of the Assessment:

- **Background** – review of previous studies, initiatives, and organizational efforts;
- **Defining the Sector** - review and analysis of existing sector definitions, key Informant Interviews (e.g. Advisory Committee), vet with advisory committee;
- **Region Overview** – Develop methodology to define the marine corridor based on clustering of key assets, economic profile of the Region;
- **Sector Assessment** – Identification of firms and ancillary businesses and industries, mapping of supply chains, identification of education-firm and firm-firm synergies, partnerships with universities, government, and other firms in the

sector (within and outside the region), identifying strengths, challenges, and opportunities, including the degree to which companies export and identifying export barriers/opportunities;

- Assessment of the Research & Development Activity - Collect information on the research activity of institutional and entrepreneurial researchers in the region and determine complementarities with the Blue Economy, interview sample of relevant businesses and key informants to determine research needs, current research activities, and potential game changers, assess alignment of the research agenda with the needs and interests of area businesses;
- Workforce Assessment – current workforce, related occupations, interview sample of relevant businesses about workforce needs, labor force needs and challenges, recruitment needs and challenges, determine alignment between workforce needs and educational programs;
- Analysis of Strengths, Challenges, & Opportunities by Industry – engage stakeholder to identify of strengths, weaknesses, opportunities within the sector;
- Findings and Next Steps – summarize key findings from the research and identify logical next steps for strengthening the sector, including recommending priority issues and actions for consideration by the Marine Corridor Alliance;
- Final Report and Design/Distribution

Throughout Year 1, the project team will provide presentations, conduct outreach and meet regularly with the Advisory Committee to provide input on the research, as it is completed.

YEAR 2. Establish Corridor Alliance and Prepare Strategic Plan.

A. Establish a Marine Science & Technology Corridor Alliance:

Formally establish a Marine Science & Technology Corridor Alliance to strengthen and expand the Marine Science & Technology Cluster along the Cape and SouthCoast.

- Recruit Membership - UMass/CIE/SRPEDD/CCC Higher ED entity/Chambers/ key industry sector businesses (including marine defensive contractors), State ED/ RPA and others – South Coast Development Partnership (SCDP) - management mechanism/staff;

- Determine Staffing Needs:
- Develop Business and Sustainability Plan – The proposed membership of the alliance will include various public and private stakeholders that can be identified as primary beneficiaries as such they will be engaged for possible long-term resources for funding. Potential stakeholders include college and universities, innovation centers, marine technology companies and key, defense contracts, state economic development and maritime agencies, chambers of commerce and others. An existing but limited resource of funding is provided by the SouthCoast Development Partnership under UMass Dartmouth but will need to be supplemented with additional resources as initiative progresses.

B. Develop & Adopt 10-year Strategy for the Marine Science & Technology Corridor Alliance:

- Establish Mission, Goals, and Objectives for the Alliance;
- Agree on priority sector research needs and opportunities with the goal of strengthen and expanding university research capacity, research partnerships between universities and firms, and institutional partnerships between higher education institutions and affiliated entities in the region;
- Agree on workforce training and recruitment needs and opportunities with the goal of filling gaps in existing degree and training curricula and programs essential to the existing and future workforce;
- Agree on ways to address structural challenges to the industry with the goal of easing workforce recruitment, expanding market export opportunities, and building existing and new firms in the region. Identify and address structural challenges related to needed infrastructure, housing and spouse employment issues, regulations, and other institutional impediments to growth;
- Agree on steps to facilitate and expand export market opportunities to with goal of increasing sector sales and competitive position in the international market;
- Agree on methods to advance entrepreneurship, firm creation, and innovation within the sector with the goal of maintaining and expanding the region's market position. Methods could include the expansion and development of innovation centers or incubator type entities within the

region to test and commercialize technology and support business development;

- Based on the above, draft an action plan for the first year of implementation (Year 3 of the grant), for 5-years and for 10-years;
- Compile into a strategy document and officially adopt it.

YEAR 3. Launch Alliance/Corridor Marketing Plan, Implementation and Sustainability Activities.

- **Implement Marketing Plan and Outreach Activities:** Develop methods for branding the corridor in order to expand export markets, recruit workers, and attract research funds to the region;
- **Implementation Activities:** Implement the action plan completed in Year 2 of this grant for the Alliance's first year of operation;
- **Ensure Sustainability:** Continue collaboration with various stakeholders and other participants to secure long-term funding resources to continue the programs after the EDA Award is completed.

EXHIBIT 2

Authorized Staffing Plan(s)

UMass Dartmouth
Staffing Plan Year 1

| Position/Title | Annual Salary | Federal Project Share | Non-Federal Project Share | Fringe Benefits | Time to Program | Total |
|---------------------------------------|---------------|-----------------------|---------------------------|-----------------|-----------------|-------|
| | | (12 month) | (12 month) | (12 month) | (Percentage) | |
| UMass Dartmouth | | | | | | |
| <i>Executive Director,</i> | █ | █ | █ | █ | █ | █ |
| <i>Administrative Assistant</i> | █ | █ | - | █ | █ | █ |
| <i>Director, Public Policy Center</i> | █ | █ | █ | █ | █ | █ |
| <i>Director of Research</i> | █ | █ | █ | █ | █ | █ |
| <i>Senior Research Associate</i> | █ | █ | █ | █ | █ | █ |
| <i>Research Associate</i> | █ | █ | █ | █ | █ | █ |
| <i>Graduate Student Research</i> | █ | - | █ | - | █ | █ |
| <i>Graduate Student Research</i> | █ | - | █ | - | █ | █ |

**UMass Dartmouth
Staffing Plan Year 2**

| Position/Title | Annual Salary | Federal Project Share | Non-Federal Project Share | Fringe Benefits | Time to Program | Total |
|---|----------------------|------------------------------|----------------------------------|------------------------|------------------------|--------------|
| | | (12 month) | (12 month) | (12 month) | (Percentage) | |
| UMass Dartmouth | | | | | | |
| <i>Executive Director, Economic Development</i> | ██████ | ██████ | ██████ | ██████ | ██████ | ██████ |
| <i>Administrative Assistant</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Director, Public Policy Center</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Director of Research</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Senior Research Associate</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |
| <i>Research Associate</i> | ██████ | ██████ | - | ██████ | ██████ | ██████ |

**UMass Dartmouth
Staffing Plan Year 3**

| Position/Title | Annual Salary | Federal Project Share | Non-Federal Project Share | Fringe Benefits | Time to Program | Total |
|---|----------------------|------------------------------|----------------------------------|------------------------|------------------------|--------------|
| | | (12 month) | (12 month) | (12 mo) | (Percentage) | |
| UMass Dartmouth | | | | | | |
| <i>Executive Director, Economic Development</i> | █ | █ | █ | █ | █ | █ |
| <i>Administrative Assistant</i> | █ | █ | | █ | █ | █ |
| | | | | | | |
| <i>Director, Public Policy Center</i> | █ | █ | | █ | █ | █ |
| <i>Director of Research</i> | █ | █ | | █ | █ | █ |
| <i>Senior Research Associate</i> | | | | | | |
| <i>Research Associate</i> | | | | | | |

EXHIBIT 3

Instructions on How to Enroll in the Automated Standard Application for Payments (ASAP) System

1. The grantee will send an email to EDA's ASAP e-mail address, edagrants@NOAA.gov. If the grantee is already enrolled in ASAP.gov with another federal agency, EDA still needs this email. However, all the organization needs to do is link their organization to EDA. There are instructions on Home page of ASAP.gov on how to link.
 - a. Include the grantee's complete name, address, Tax Identification Number, DUNS number, ASAP's Recipient ID (if already enrolled in ASAP)
 - b. Include the point of contact's (POC) name, phone number, title, and e-mail address. It is suggested that the POC is an employee in the Accounting or Finance office.
 - c. EDA will enroll the grantee by comparing the enrollment information to application received by the project officer.
 - d. EDA will reply to the POC and inform him/her that the grantee has been enrolled.
2. The POC will receive an email from ASAP.gov. This email will be triggered by EDA enrolling the grantee.
 - a. The email will have instructions for the POC on the enrollment process.
 - b. The email will have the POC's User ID in it.
 - c. The password is sent by U.S. Mail for security purposes.
3. Once the POC has his user's ID and password, the POC can log into ASAP.gov*
 - a. The POC confirms the information entered by EDA.
 - b. The POC identifies the recipient organization's officials, which include the Head of Organization, Authorizing Official, and Financial Official. A re-delegated Head of Organization and another Point of Contact can also be defined.
4. Once entered by the POC, the officials are assigned a User ID and temporary password in ASAP.gov's system. He/she will receive an email notification.
5. The Head of Organization approves the officials identified by the point of contact.*
6. The Authorizing Official is responsible for confirming the recipient organization's information and identifying the users who need access to the ASAP.gov application*.
7. The Financial Official is responsible for entering the bank account information for the recipient organization. * If the grantee is already enrolled in ASAP.gov with another federal agency all the organization needs to do is link their organization to EDA. There are instructions on the Homepage of ASAP.gov.

8. Once all of the above tasks are completed, the ASAP.gov application will notify EDA by email that the grantee's enrollment has been completed. The email will include the ASAP recipient number.
9. EDA will create and fund accounts for the grantee so that the grantee will be able to draw down funds using ASAP.gov

Please visit ASAP.gov's website at <http://fms.treas.gov/asap> for more information, including instructions and a user manual. Please note that there is excellent online help at ASAP.gov.

*The setting on the computer's desktop must have the screen resolution set to 1024x768.

- a. Right click on an empty space on the computer's desktop.
- b. Select Properties.
- c. Go to the Setting tab.
- d. Change the screen resolution to 1024x768.

Who to Call if You Have Questions about ASAP

Username or password problems- Federal Reserve Bank of Richmond -804-697-8384

Enrollment questions - National Oceanic and Atmospheric Administration (NOAA) Finance Team: *Teresa Shahan @ 301-444-2807, Roberta Duncan @ 301-444-2753 or by email @ edagrants@NOAA.gov.*

Funding questions - National Oceanic and Atmospheric Administration (NOAA) Finance Team: (EDA cannot fund your grant until we receive an email from ASAP.gov confirming enrollment completion.)

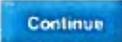
How to use the ASAP system/ System questions- call the Treasury Financial Center determined by the location of your state capital:

- In the Eastern and Central time zone, call the Kansas City Regional Financial Center at (855)868-0151 from 7:30 a.m. to 4:00 p.m.
- If your state capital is in the any time zone other than the Eastern and Central time zones, call San Francisco Financial Center at (510)594-7182 from 7:30 a.m. to 4:00 p.m.

Not sure - National Oceanic and Atmospheric Administration (NOAA) Finance Team: *Teresa Shahan @ 301-444-2807, Roberta Duncan @ 301-444-2753 or via email @ edagrants@NOAA.gov.*

Procedures for Drawing Down Funds from ASAP

For Grants that are on Reimbursement Status

1. The grantee will send a Request for Advance or Reimbursement, SF 270, to the project officer with the amount that they want to draw down and the period of performance. This does not need to be an original. It can be sent to the project officer either by email, fax, or mail.
2. The grantee will go into ASAP and request a payment for the same amount that is on the SF-270.
 - a. Click on the  Tab at the top of the screen.
 - b. From the drop down menu, select initiate payment request.
 - c. Confirm banking account information and number.
 - d. Select Payment Request type as **Individual** Payment Method - ACH or wire
 - e. Requested Settlement date- grantee's decision (next business day)
 - f. Requester Reference number- EDA's grant number, Account # is EDA's grant number with the letter "F" in front of the grant number (no hyphens)
 - g. Press 
 - h. Cash on Hand 0.00
 - i. Amount Requested \$\$\$\$.\$\$
 - j. Review
 - k. Press- 
3. EDA's project officer will notify NOAA's Finance Team and grantee thru the ASAP email address edagrants@NOAA.gov authorizing funds draws. NOAA's Team also must receive a copy of the SF-270. (With cover letter)
 - a. On the subject line, please include organization's name and project number
4. NOAA will release the funds in ASAP upon grantees withdrawal in ASAP.
5. The funds will be in the grantee's account within two business days of approval.

*All grants except for planning grants with program code of 83 and 84.

AGENDA ITEM 8d

Authorizing the execution of a Funding Approval and HOME Investment Partnership Agreement for a grant from the United States Department of Housing and Urban Development for the period October 19, 2017 through October 19, 2025, reducing the amount of funding by \$255,943.00

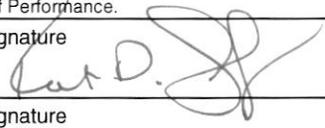
**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

| | | | | | |
|--|---------------------------|-------------------------|--|--|---|
| 1. Participant Name and Address | | | 2. Grant Number: M17-DC250217 | | |
| County Of Barnstable 3194 Main Street, Box 427 Barnstable, MA 02630 | | | 3a. Tax Identification Number: 046001419 | | 3b. Unique Entity Identifier (formerly DUNS): 076612407 |
| | | | 4. Appropriation Number 86 7/0 0205 | | 5. FY (yyyy) 2017 |
| 6. Previous Obligation (Enter "0" for initial FY allocation) | | | | | \$379,833.00 |
| a. Formula Funds | | | \$ | | |
| b. Community Housing Development Org. (CHDO) Competitive | | | \$ | | |
| 7. Current Transaction (+ or -) | | | | | \$(-255,943.00) |
| a. Formula Funds | | | \$ | | |
| 1. CHDO (For deobligations only) | | | \$ | | |
| 2. Non- CHDO (For deobligations only) | | | \$ | | |
| b. CHDO Competitive Reallocation or Deobligation | | | \$ | | |
| 8. Revised Obligation | | | | | \$ 123,890.00 |
| a. Formula Funds | | | \$ | | |
| b. CHDO Competitive Reallocation | | | \$ | | |
| 9. Special Conditions (check applicable box) | | | 10. Date of Obligation (Congressional Release Date) | | |
| <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached | | | (mm/dd/yyyy): 10/19/2017 | | |
| 11. Indirect Cost Rate* | | | 12. Period of Performance: | | |
| <u>Administering Agency/Dept.</u> | <u>Indirect Cost Rate</u> | <u>Direct Cost Base</u> | Date in Box #10 – 10/19/2025 | | |
| — | —% | | * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients. | | |
| — | —% | | | | |
| — | —% | | | | |
| — | —% | | | | |

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

| | | | |
|---|--|---|---------------------|
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official) Robert Shumeyko - HUD Community Planning and Development Director | | 14. Signature  | 15. Date 9/10/18 |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) | | 17. Signature | 18. Date |

19. Check one:

Initial Agreement Amendment #

| 20. Funding Information: <u>Source of Funds</u> | <u>HOME Appropriation Code</u> | <u>PAS Code</u> | <u>Amount</u> |
|--|------------------------------------|-----------------|---------------|
| 2017 | 867/00205 | HMF | \$375,597.00 |
| 2015 | 865/80205 | HMF | \$1,468.00 |
| 2016 | 866/90205 | HMF | \$2,237.00 |
| 2016x | 86X0205 - 16 | HMF | \$ 451.00 |
| 2017x | 86X0205 - 17 | HMF | \$ 80.00 |

RE: HUD DEOBLIGATION; September 27, 2018

SUMMARY FROM ADMINISTRATOR.

Dear Commissioner:

Attached is an historical file regarding a HUD de-obligation of funds to the County in the amount of \$255,943 which will reduce our present allotment by that amount. The process of review on this action has been ongoing for 2 years and we vehemently disagree with the outcome. We have, however, exhausted our appeal process and we will move forward with less money for upcoming proposals.

The file is self-explanatory and you can follow the process since its inception. I wanted you all to have time to review the documents and discuss the matter with Human Services if you have any questions or concerns before we agenda it. Michelle Springer, who has been a true County champion is leaving soon and I would like to agenda this matter before she departs.

Please note that this matter falls back in time to 2014 when the HOME program was administered through the CCC. The Liability, however tracks the program. The issue is wrapped in the common construction process unique to Cape Cod that often causes affordable developments to run through a gauntlet of obstacles which compounds the complex funding challenges with funds flowing from multiple sources. These two projects, now complete, Village Green and Coady School, were tip toeing through the permitting process during a period of time when HUD was simultaneously modifying its own internal regulations and the HOME Funding commitment by the CCC to these two projects was caught in the cross hairs of this internal change. There are no concerns regarding the integrity and credibility of the process, none what-so-ever concerning the value of these developments and there is a complete understanding that the developments met all of the standards for qualifying for affordable funds. This is a technical de-obligation only, one that fits into a bureaucratic abyss.

I have asked Owen to schedule this matter on our October 17 agenda where the Commissioners will be asked to approve the new HUD funding schedule.

Thank you,

Jack Yunits



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Elizabeth Albert, Director
balbert@barnstablecounty.org

September 18, 2018

To: Jack Yunits, County Administrator
From: Beth Albert, Director Human Services
CC: Michelle Springer, Home Program Manager
Subject: HOME Deobligation

Attached is the timeline and relevant documentation regarding the HOME Deobligation.

1. On January 19, 2017, Michelle Springer received an email from HUD Representative Laura Schiffer informing her that HUD HQ had determined HOME funds had been prematurely committed in FY13, FY14, and FY15. HUD determined that HOME funds had been prematurely committed to the Coady School Residences and Village Green. Our HUD Rep urged us to provide additional information to explain the timing of the commitments. It is worth noting that HUD had approved the commitments initially and that these two projects were viable and in fact, completed or near completion at this time.
2. Based upon information obtained from Paul Ruchinskas who was managing the HOME program at the Cape Cod Commission at the time of the commitments for Village Green and Coady School, a response was sent to the director of CPD, Robert Shumeyko, on February 16, 2017. (Exhibit 1)
3. On September 21, 2017, correspondence was received from CPD Director Robert Shumeyko with a determination that HOME funds had been committed prematurely and as such, would be deobligated. (Exhibit 2)
4. On October 20, 2017 the Department requested a waiver of the HUD regulatory requirements, HOME attorney Michael Dutton submitted a request for a waiver based upon interpretation of HUD's definition of commitment. Support letters were also submitted by Congressman Keating and our two state senators. (Exhibit 3)
5. On September 10, 2018 the Department received correspondence and documentation determining that the Barnstable County HOME Consortium failed to meet HUD's commitment requirements and that \$255,943.00 would be deobligated from the FY 17 allocation. (Exhibit 4).

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

6. HUD has provided a revised FY 17 agreement that will be forwarded to the County Commissioner's Office for execution via the needs action process.

Michelle and I are available to answer any questions you or Leo may have. This is truly a very unfortunate outcome, one that we have worked hard to avoid. I have been told we have no further opportunity to appeal the decision.



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Exhibit 1

Elizabeth Albert, Director
balbert@barnstablecounty.org

February 16, 2017

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street-Fifth Floor
Boston, MA 02222-1092

Re: Coady School Residences and Village Green Phase II

Dear Mr. Shumeyko:

This letter is in response to Ms. Laura Schiffer's email of January 19, 2017 in regards to the HOME commitments made to Stratford Capital Group for the Coady School Residences re-development project located in Bourne, MA and Dakota Partners for the new development Village Green-Phase II located in Hyannis, MA. Both of these developments are fully under construction and in the process of taking applications for an anticipated completion date in the spring of 2017.

Village Green Phase-II is a new construction, affordable apartment complex consisting of 60 units, 100% affordable, and was permitted under Chapter 40B. Village Green Phase-II is the second phase of this project and will result in a total of 120 affordable rental units once completed. The development was found to be in compliance with the HOME requirements for funding based on the following factors: 1) the need for affordable rental housing identified in Barnstable County's 2015-2019 Consolidated Plan; 2) a strong application submitted by the developer; 3) the underwriting analysis conducted on May 12, 2015; 4) and approval from the HOME Advisory Council. The development was conditionally awarded the amount of \$125,000 on June 30, 2015.

During the time this development was waiting to begin construction, the Barnstable County HOME Consortium's policies and procedures for funding commitments were strengthened to align with the HOME Rule regulations. Based upon the revisions to our policies and procedures, Village Green Phase II was de-funded in the amount of \$125,000

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and then refunded on May 26, 2016. At that time a HOME Investment Partnership Project Developer Agreement was executed at closing by both parties.

Village Green Phase-II has the full support of the Town of Barnstable and is centrally located and convenient to schools, transportation, super market, and the major highway on Cape Cod. This development also received funding from DHCD, Federal LIHTC, State LIHTC and permanent financing from Mass Housing Partnership (MHP).

Coady School Residences involves the adaptive reuse of the former Coady Middle School into 58 units, 100% affordable, age restricted (55+) rental project. Based on the need for rental housing identified in the 2010-2014 and 2015-2019 Consolidated Plans, the growing aging population on Cape Cod, the application received by this office, the underwriting analysis performed by our Affordable Housing Specialist dated August 20, 2013, and a vote from the HOME Advisory Council, the development was found to be in compliance with the HOME requirements for the request of \$175,000 in HOME funding. Based upon Stratford's experience with a similar school redevelopment of the Simpkins School in Yarmouth, the Consortium had every expectation that construction would begin within a year of the commitment.

This development has many different sources of funding partly due to the fact that the Coady School was constructed in 1905 and is listed on the National Register of Historic Places. This designation allowed the project to apply for both Historic and LIHTC state and federal tax credits. The other sources of funding include DHCD HOME funds, Affordable Housing Trust Funds, Housing Stabilization Funds, and a permanent mortgage from TD Bank.

The development of Coady School Residences has been delayed due to several unavoidable factors. First, the project was not funded in the first DHCD funding round as had been anticipated. Then, in May 2014, Stratford Capital Group requested an additional \$75,00 in HOME funds because of an increase of \$1.8 million in development costs for construction and soft costs. The increase in construction costs were due to a lack of subcontractors' bids, escalation in wage and insurance expenses, and an escalation in material costs, especially for drywall, lumber and steel. The underwriting review was updated by our Affordable Housing Specialist. The HOME Advisory Council reviewed the request and voted to increase the total commitment to \$250,000 to close by September 30, 2014. We received a request from Stratford Capital Group asking for an extension of their commitment until December 31, 2015, which was granted.

Again, during this same timeframe, the Barnstable County HOME Consortium's policies and procedures for funding commitments were strengthened to align with the HOME Rule regulations. Based upon the revisions that were implemented to strengthen Barnstable County's HOME policies and procedures, the total commitment amount of \$250,000 was defunded. Once we had documentation that the project was in line with the new HOME requirements and regulations, the original conditional commitment in the amount of \$250,000 was maintained.

On February 29, 2016, Stratford Capital Group requested an additional \$250,000 in HOME funds. The request for additional funds was due to an increase of construction costs creating a \$2.2-million-dollar funding gap as the project continued to have a lack of subcontractors' interested in bidding because of the extremely strong construction market in eastern Mass. The Stratford Capital Group reduced the funding gap by increasing the deferred development fee and overhead, reducing the interest rate on the permanent loan from TD Bank, a commitment from Stratford (syndication) for increased pricing on the Federal LIHTC and federal Historic Credits, and a request for additional funding from DHCD, which they received, and the developer was strongly urged to reach out to the "local lenders" to request additional subsidies. The underwriting review was updated by our Affordable Housing Specialist and HOME Advisory Council reviewed the request and voted to increase the commitment to a total of \$500,000 with an extension to close by June 30, 2016.

The Coady School Residences development closed on June 3, 2016, a HOME Investment Partnership Project Developer Agreement was signed by both parties and the project was funded for the full \$500,000 on June 10, 2016.

It is important to underscore the significance of the Barnstable County HOME Rental Housing program to our region. It is the only affordable housing program in Barnstable County dedicated solely to creating desperately needed affordable rental units. The Barnstable County HOME program has invested over \$9 million dollars in over 64 developments, resulting in 502 HOME units among the 1,574 total affordable units created in these developments.

In addition, HOME funds are the sole funding source for the region's first time homebuyer down payment and closing cost. This program has assisted over 630 households buy their first home, which is no small task with the housing market on Cape Cod. HOME funds have also been used to support a rehabilitation loan program and buy-down of deed restricted homes. The Barnstable County HOME program is a high

performing program that leverages the small amount of HOME allocation to support successful, viable projects that create safe and affordable rental units that are so desperately needed on Cape Cod.

A reduction in our HOME funding would be highly detrimental to not only Barnstable County, but to the people that work and live here on Cape Cod who need safe affordable housing in which to live and grow. In the past it has been a requirement of DHCD that a project have Barnstable County HOME funds committed before they will commit any funds, so this could also be a potential loss to developers in need of State funding in order to make their development feasible.

To date we have committed or conditionally committed all of our HOME allocated funds except for the CHDO set-aside from 2015 and 2016. We have conditionally committed \$250,000 of our 2016 allocation to Canal Bluffs Phase-Three in Bourne that also has LIHTC credits and DHCD HOME funds.

Once you have reviewed the attached checklists and backup documentation you will find that Village Green Phase II and Coady School are viable projects that were funded in line with HUD HOME regulations and requirements at the time they were initially funded. The Barnstable HOME Consortium has made changes to its policies and procedures and remains committed to adhering to HOME rules and regulations.

Please feel free to contact me at 508-744-1224 with any questions you might have.

Sincerely,



Michelle Springer
HOME Program Manager

Exhibit 2



U.S. Department of Housing and Urban Development

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

COPY

SEP 21 2017

Elizabeth Albert
Director, Department of Health and Human Services
Barnstable County
P.O. Box 427
3194 Main Street
Barnstable, MA 02630

Dear Ms. Albert:

SUBJECT: Barnstable County HOME Consortium Deobligation of HOME funds

Thank you and your staff for your assistance and cooperation during our review the of the Coady School and Village Green II project commitments. After further consultation, HUD has determined that the Barnstable County Consortium prematurely committed HOME funds to these projects. Based on the documentation provided, the Consortium did not demonstrate that it had secured the necessary financing for the projects prior to committing funds in IDIS (activity numbers 915 and 936). By committing funds to these projects, the Consortium received credit towards the 24-month commitment requirement and avoided a commitment deadline shortfall. Thus, HUD will need to recalculate the shortfall and begin the process of working with the Consortium to deobligate the funds that would have otherwise expired.

The determination was based on the **rules and regulations** governing the activities of the **HOME program**: Section 218(g) of the Cranston-Gonzalez National Affordable Housing Act of 1990 (NAHA), Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55) and 2013 (P.L. 113-6) and 24 CFR Part 92.

NAHA requires HUD to reduce the PJs line of credit if funds have not been placed under a binding commitment to affordable housing within 24 months of HUD's obligation of HOME grants. The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55) and 2013 (P.L. 113-6) imposed additional requirements on the HOME program. The Act states that a PJ must certify that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need prior to committing funds to any project.

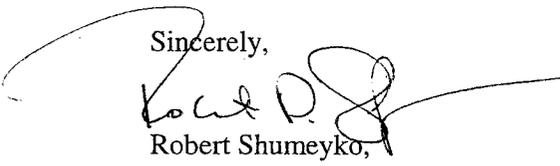
These provisions were incorporated into the HOME final rule (24 CFR Part 92) published on July 24, 2013 which defines "commitment" as follows:

*... The participating jurisdiction has executed a legally binding written agreement (that includes the date of the signature of each person signing the agreement) that meets the minimum requirements for a written agreement in §92.504(c)... Commit to a specific local project means... If the project consists of rehabilitation or new construction (with or without acquisition) the participating jurisdiction (or State recipient or sub recipient) and project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project for **which all necessary financing has been secured**, a*

budget and schedule have been established, and underwriting has been completed and under which construction is scheduled to start within twelve months of the agreement date. If the project is owned by the participating jurisdiction or State recipient, the project has been set up in the disbursement and information system established by HUD, and construction can reasonably be expected to start within twelve months of the project set-up date.

We understand the tremendous impact this determination will have on Barnstable County's affordable housing programs and to the low-income households these programs serve. If there is additional documentation that should be considered, please provide it to us as soon as possible. If you have any additional questions, feel free to contact me directly at 617-994-8376 or Laura Schiffer, your assigned Community Planning & Development Representative at 617-994-8359.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Shumeyko", with a long horizontal flourish extending to the right.

Robert Shumeyko,
Director



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Exhibit 3

COP

Elizabeth Albert, Director
balbert@barnstablecounty.org

October 20, 2017

DOCUMENTS SENT TO HUD
ASKING FOR WAIVER.

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street-Fifth Floor
Boston, MA 02222-1092

Re: Request for Waiver for Coady School Residences and Village Green Phase II Deobligation of HOME funds

Dear Mr. Shumeyko:

I am writing in response to your letter dated September 21, 2017 regarding deobligation of HOME funds for two projects, Coady School and Village Green II. Based upon a review of the documentation and relevant rules and regulation, the Barnstable County HOME Consortium is requesting a waiver of the regulatory requirements for these two projects. The attached letter outlines the facts and timeline for decision making regarding these two HOME projects as well as specific factors that impacted the commitment timelines for these projects. It is important to note that both projects are completed, open, accepting applications and providing much needed affordable housing to our region.

Deobligation of HOME funding would be highly detrimental to our region resulting in the loss of \$230,000 in housing production funds that would result in 40 fewer affordable rental units. The impact of the loss of HOME funds will negatively impact several upcoming projects that will need HOME funds to demonstrate local support. We are currently aware of 4 large (30 units+) Cape rental projects that plan to submit funding requests to DHCD in the early 2018 funding round along with 2 smaller (15 units or less) projects that also will be seeking state and likely,

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The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

county HOME funding as well. Potential HOME projects in the pipeline include town sponsored projects in Eastham and Falmouth, a motel conversion in Yarmouth (69 units), a housing authority sponsored development in Brewster (30 units), and two projects for housing for adults with autism. One of the housing projects for adults with autism, located in Orleans, received a funding award from DHCD in August 2017. In the face of the tremendous documented need and potential pipeline of new projects, deobligating funding would be devastating to our region and would serve to *seriously impair* our ability to advance HUD's affordable housing objectives for the next several years. A recent study completed by the Cape Cod Commission underscores the serious need for an increase of 4,800 affordable rental housing units for our region over the next ten years.¹

I would also underscore that the Barnstable County HOME Consortium is a highly effective program with a 25 year track record of success. I ask that you grant our request for a waiver so that we may continue to advance HUD's goals and ensure that the Barnstable County region is not adversely impacted in our ability to provide local support for affordable housing production.

Respectfully,



Elizabeth Albert, Director

Cc: U.S. Senator Elizabeth Warren
U.S. Senator Markey
U.S. Congressman William Keating

¹ Commission, C. C. (2017). *Cape Cod Commission- Housing Market Analysis*. Retrieved from <http://www.capecodcommission.org/resources/housing/MarketAnalysis/Final%20Report>

The Law Office of Michael M. Dutton, PC
30 Cairn Ridge Road
E. Falmouth, MA 02536

Admitted to Practice:
Massachusetts
Texas

October 20, 2017

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street-Fifth Floor
Boston, MA 02222-1092

Re: Barnstable County HOME Program

Via: E-mail and USPS

Dear Mr. Shumeyko:

I represent Barnstable County's HOME Consortium Program.

I am responding to your letter of September 21, 2017 in which you notify my client that HUD has determined that the Barnstable County Consortium prematurely committed HOME funds to two projects: Village Green II and Coady School (activity 936 and 915 respectively). If correct, you note that HUD will have to begin the process to "deobligate" the funds that were committed prematurely. This letter contains information and documents which explain the rationale for the Consortium's actions.

We argue that:

1. The Barnstable County HOME Program substantially complied with the amended definition of the word "commitment" promulgated by the updated regulations of August 2013. It relied on past financing practices of well known lenders and state financing agencies to be reasonably assured of the financing commitments;
2. The changes to the regulations are not clear;
3. Because of the regulatory burdens and the complexity of building processes on Cape Cod, it takes longer from project initiation to financing to completion than other areas of the country, making compliance with the new regulations difficult; and
4. If technical violations of the new regulation occurred, they do not justify the deobligation of funds. Such action would be antithetical to the purposes of the HOME program, and would, therefore, justify a waiver of the regulations.

History

As you know, Barnstable County, made up of the fifteen towns on Cape Cod, has one of the most pressing affordable housing shortfalls in the nation. Roughly 36% of the County's housing stock is seasonal homes. The County's median housing cost is between 5% and 13% more than the state-wide average. And Barnstable County incomes are at least a third less than the state-wide average.

To combat the housing squeeze, Barnstable County's fifteen towns joined the HOME consortium in 1992. Since then \$15,695,095 in HOME funds has been successfully expended on Barnstable County housing activities. Importantly, \$9,219,629 has been expended on 64 rental housing developments, resulting in the creation of 502 HOME rental units, and a total of 1,574 affordable units. At least one HOME funded rental development is located in each of the 15 Barnstable County towns. Clearly, the HOME Consortium has been efficient and sensible in the distribution of federal funds.

Contributing to the difficulty in developing affordable housing, especially rental housing, are a host of factors unique to Cape Cod. These include fifteen unique sets of zoning, building regulations which accommodate the sole source aquifer, the dearth of centralized wastewater plants, and the application of state and federal rules which require multiple, co-dependent funding sources when developing affordable housing.

HUD's Regulatory Changes

In 2013 HUD made changes to the regulations under the Cranston-Gonzalez National Affordable Housing Act of 1990. The revisions made changes to a number of areas, but most pertinently to the definition of "commitment." The change implied that a local consortium could not "commit" to a local project unless "all necessary financing has been secured, a budget and schedule have been established, and underwriting has been completed and under which construction is scheduled to start within twelve months of the agreement date...."

According to HUD, the 2013 changes were made with the specific intent to:

- "Accelerate the timely production and occupancy of assisted housing,
- Strengthen the performance of PJs and their partners in producing and preserving affordable housing units,
- Provide PJs with greater flexibility in the design and implementation of their programs, and
- Increase administrative transparency and accountability." ¹

¹ <https://www.hudexchange.info/home/home-final-rule/highlights-of-the-changes-in-the-home-final-rule/>

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
Page 3

Specific to the definition of "commitment," HUD's stated rationale was:

"HUD's intent in revising the definition of commitment was to increase participating jurisdictions' accountability for the use of HOME funds. Requiring participating jurisdictions to execute a written agreement for a specific HOME project with a CHDO, certain sub-recipients, or consortia members within 24 months of HUD's obligation of the HOME allocation is designed to help ensure that HOME funds are used as expeditiously as possible to develop affordable housing."²

In addition, HUD chose the *final rule phase* to further amend the regulations to make further changes to the definition of "commitment." It stated, "At this final rule stage, HUD is further amending the commitment definition to reinforce that participating jurisdictions must not commit HOME funds to a project until all necessary financing has been secured, a budget and schedule established, and underwriting and subsidy layering completed."³

Village Green II Project

Village Green- Phase II was the second phase of a new-construction affordable apartment complex located off Independence Drive in Hyannis. The project was permitted under the state's Chapter 40B statute. The second phase was for 60 units, of which there were 14 one bedroom units; 42 two bedroom units; and 4 three bedroom units. Forty-five (45) units are leased to families earning less than 60% AMI; seven (7) units to households earning less than 50% AMI via project-based MRVP's; and eight (8) will be leased to families earning less than 30% AMI for Barnstable County through Section 8 project based vouchers. The first phase of Village Green completed approximately 70% of the infrastructure required for both phases.

The development team is led by Dakota Partners, Inc. (Dakota), the developer and contractor. Dakota has been in existence since 2006 and was created by a merger of two long standing firms previously known as Emerald Development and Austin Development. Both Dakota and its predecessors have a background in multifamily condo and rental development. Dakota has completed two tax credit projects in Massachusetts consisting of 72 units and 24 units located in Tyngsboro and recently completed another tax credit project in New Hampshire. Dakota has a 72-unit tax credit project under

² 78 FR 44627, <https://www.federalregister.gov/documents/2013/07/24/2013-17348/home-investment-partnerships-program-improving-performance-and-accountability-updating-property>

³ 78 FR 44627, <https://www.federalregister.gov/documents/2013/07/24/2013-17348/home-investment-partnerships-program-improving-performance-and-accountability-updating-property>

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
Page 4

construction in Connecticut. Most importantly, it successfully completed the first phase of Village Green with financing which installed infrastructure for Phase II of the project.

The project timeline shows that the Consortium reviewed the April 16, 2015 One-Stop financing information provided by the applicant and its financing organizations. The underwriting and subsidy layering analysis was completed on May 12, 2015 and updated on May 23, 2015. A commitment letter was signed by both parties by July 7, 2015. The project was then set up in IDIS on July 24, 2015. This was Dakota's third application for state and County funds, and based upon past experience, the Consortium was highly confident that the project would be successful in his request for state funding. In fact, the Governor's announcement of all the necessary state funding for the project was announced on September 15, 2015. The project activity was cancelled in IDIS on December 1, 2015 based upon HUD's instruction to the Consortium. When the project had closed with all the funding parties and a project developer agreement was executed at closing by both the Consortium and the developer, the project was re-funded on May 26, 2016, all pursuant to the new regulations promulgated by HUD. (see Exhibit A, attached)

In its Village Green I debriefing meeting with the Massachusetts Department of Housing and Community Development staff prior to the 2015 application round, DHCD did not identify any issues or concerns with the first phase of the project. As a result, Dakota was very confident that the second phase would get funded. HOME staff's experience with Cape projects was that no project had to go through more than three DHCD funding rounds before they were funded. This helped to reinforce the belief that Village Green II would be fully funded and that its financing would be secured in a timely manner.

Village Green II is a good demonstration of the success of the local consortium's HOME program within the complexities involved in the financing of affordable projects on Cape Cod. Despite the rapidly escalating construction cost, the coordination of nine different financing organizations, local permitting delays, and the length of various legal reviews by project funders, the project was closed and construction begun within one year of the project's original set up in IDIS.

Village Green II met HUD's major objectives articulated during the rule changing process of 2013: Accelerating the production of affordable housing, strengthen the performance of PJs in producing affordable housing units, providing PJs with greater flexibility in the design and implementation of their programs, and increasing administrative transparency and accountability. The Consortium processed the project's application as expeditiously and with due diligence to ensure successful production of affordable housing. The Consortium proved its nimbleness and flexibility in its dealings with the developer and the nine financing agencies. Most importantly, the Consortium continued to be transparent and accountable in its dealings with its board, its projects, the Department of Housing and Urban Development, and the public.

Coady School Project

The Coady School Residences involve the adaptive reuse of the historic former Coady Middle School in Bourne, Massachusetts into a 58 unit, (11 HOME assisted) all-affordable rental project. All fifty eight units will be rented to individuals or families with incomes at or below sixty percent of area medium income, and twenty one percent of the units (12 units) will be for individuals or households who earn less than thirty percent AMI. There will be 8 project-based MRVPs and 4 non- rent assisted units at \$483 per month for the 30% AMI households. Six of the units will be reserved for homeless individuals or families. The project is almost completed, accepting applications, and is almost at full occupancy despite not yet being finally completed.

The project will result in one studio unit, thirty-one one-bedroom units, and twenty six two-bedroom apartments. The existing historic building is being converted into thirty-one apartments, and the new, attached wing will house twenty-seven units. The original school was constructed in 1905 and is listed on the National Register of Historic Places. It is being rehabilitated in accordance with the Secretary of the Interior's standards that enable the project to access both state and federal historic tax credits.

With the exception of the general contractor, the development team includes the exact same participants that completed the Simpkins School Residences project in Yarmouth: Stratford Capital Group is the developer; ICON Architecture is the architect; Dellbrook is the general contractor; Coler & Colantonio (now Clough Harbour & Associates- CHA) is the civil engineer; Design Technique is the owner's representative; and Winn Management is the property management company.

Stratford Capital Group was selected by the Town of Bourne as the developer in response to a request for proposals, and Stratford has purchased the property from the Town. The Bourne Zoning Board of Appeals issued a comprehensive permit for the development on February 22, 2013. Stratford has now proceeded with the project and it is almost completed.

The project timeline shows that the Consortium reviewed the August 2, 2013 One-Stop financing information provided by the applicant and its financing organizations. The first underwriting analysis was completed on August 20, 2013. The Consortium made a conditional commitment of \$175,000 on September 4, 2013. The project was set up in IDIS on September 17, 2013. From September 4, 2015 through March 11, 2016, the project construction costs escalated substantially. Construction bids came in \$2.2 million higher than anticipated due to materials escalation, wage and insurance escalation, and a dearth of qualified sub-contractor bids. As part of its effort to bring the project to fruition, the developer twice requested additional funds. On May 27, 2014, the Consortium granted an additional \$75,000, and on March 11, 2016, Stratford was granted an additional \$250,000 which increased the total conditional commitment to \$500,000.

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
Page 6

Additional funds also were secured through other public and private sources. On June 3, 2016 the developer agreement was executed by both the Consortium and the developer, the project closed, and Barnstable County committed funds in IDIS. (see Exhibit B, attached)

Again, HUD's issue is that the project was "committed" prior to "all necessary financing ha(ving) been secured." (24 CFR 92.2, Definitions, effective August 23, 2013). The Consortium contends that the project had identified what it believed was the necessary financing as evidenced by the One-Stop application filed August 2, 2013. That financing was reasonably based upon pre-escalation costs of the project. The total project cost, and therefore the final financing commitments could not be known until the project was finally bid. The Consortium used its due diligence and its best professional knowledge to establish the veracity of the application and the thoroughness of the developer's financing options before it made the conditional commitments that it did.

Furthermore, as of that initial One Stop application, Stratford Capital had already secured four awards of state and federal historic tax credits totaling \$1.2 million. This was solid evidence that the project was considered viable and fundable. (see Exhibit C, attached)

Second, the project was committed in line with the Consortium's and HUD's past practice and in the spirit of the new HUD regulation changes. Prior to making the conditional commitment, the Consortium:

1. "conducted an underwriting review,
2. Assessed developer capacity and fiscal soundness, and
3. Examined neighborhood market conditions to ensure adequate need for [the] project." (P.L. 112-55)

Additionally, it confirmed that:

1. "A [project] budget and schedule ha[s] been established, and
2. Underwriting has been completed under which construction is scheduled to start within twelve months of agreement date." (24 CFR 92.2, Definitions, effective August 23, 2013)

Finally, the Consortium revised its own rules in the middle of the project funding process of both Village Green II and the Coady School. Both projects were de-obligated at stages in their approval processes, and then re-funded as the Consortium made adjustments to comply with the new regulations.

Definitional Issue - Vagueness

Although the HUD regulations appear to be clear, a close reading shows some confusion. If the intent of the definitional change was to require that all project financing be

committed by the various lenders, it does not say that. Instead it simply requires that the financing be secured. In the case of both Village Green II and the Coady School projects, various financing agencies expressed their interest by agreeing to financing arrangements. Barnstable HOME had gone through all the other pre-commitment requirements, including establishing that a project budget and schedule was established, that an underwriting analysis was completed, and that the construction was scheduled to start within twelve months of an agreement date. Indeed, this is all that could have been promised until very late in the closing process. It would be counterintuitive if HUD expected the local consortiums to wait to commit funds until days before the closing of projects. Otherwise viable projects might never come to fruition for lack of HOME funding.

Lack of Clarity

The laws governing the distribution of HOME funds only requires that "no funds shall be committed to any project, ... unless each participating jurisdiction certifies that it has conducted an underwriting review, *assessed developer capacity and fiscal soundness* (emphasis added), and examined neighborhood market conditions to ensure adequate need for each project." (P.L. 112-55). The Consortium certified in its underwriting review these items required by law. The additional requirement of securing all necessary financing is added by regulation, and is not related to the plain language of the law.

Accounting for Regional Differences in Building

As demonstrated in the project narratives, both Village Green II and the Coady School projects were financed with multiple sources – as many as nine in one case. In addition, each project went through multiple rounds of grant funding, extensive permitting, and, in one case, the review of the state historic commission. In addition, the projects' environmental reviews were in-depth and lengthy. Although required by HUD, many of these reviews require more time due to the added layers, including local, state, and federal reviews; state c. 40B applications; complex zoning bylaws and ordinances; and additional state agency reviews based on historic factors, water quality, effluent flows, stormwater, etc. These are time consuming components of these projects to which other projects in other states are not necessarily bound.

Mr. Robert Shumeyko, Director
HUD-Community Planning and Development Office
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Success of Barnstable HOME Program

As is clearly evident, the Barnstable County HOME Program has been a shining success for almost all of its 25 years in operation. It has succeeded in leveraging its annual funding to create a significant amount of affordable housing in the fifteen communities comprising Barnstable County. It should be an example for HUD to use nation-wide of a program which clearly achieves HUD's goals. The Consortium has consistently funded projects which are critical to the Cape Cod community, which help preserve and produce affordable housing, which continually strive for program transparency, and which help preserve the Cape as a place to live and work for all. HUD's proposed action to deobligate the Consortium's funding will not advance any of HUD's affordable housing objectives. In fact, deobligating funds from the Cape Cod community will help ensure that fewer affordable units are created, and that more lower- and middle-income families will have to leave their communities as housing prices escalate.

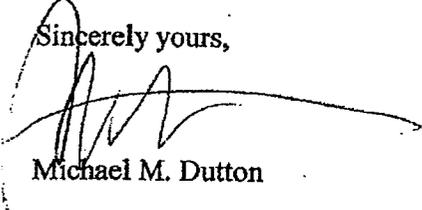
Waiver Request

Alternatively, I ask that HUD waive its regulatory requirement for these two projects. As contemplated by section 7(q) of the Department of Housing and Urban Development Act, added by section 106 of the Department of Housing and Urban Development Reform Act of 1989, HUD will entertain certain waivers as long as the waiver request is in writing and indicates the grounds for granting the waiver.

Barnstable HUD has substantially complied with the new 24 CFR 92.2, Definitions, as it relates to these two projects. It has also made changes to its processes and timelines in order to ensure future compliance. Deobligation of funds as a result of missed timelines would create an undue hardship on the residents of Barnstable County, and adversely affect the very purpose of the HOME program.

If HUD is not inclined to accept the arguments, data, and documents presented in this letter as reasons to rescind or waive its letter of September 21, 2017, I ask that you contemplate other, less onerous corrective or remedial measures to resolve the perceived infractions of the new regulations. I am available to work with HUD's staff to establish procedures to ensure compliance with HOME requirements moving forward. (see 24 CFR 92.551).

Sincerely yours,



Michael M. Dutton

Encl.
MMD/bms

Requirements for Committing HOME Funds to "Specific Local Projects"

Project Name: Village Green II
 IDIS Activity Number: 936
 Commitment Date: 5/26/2016

| Requirement | Documentation / Basis of Qualification | Yes | No | Comments |
|-------------|--|-----|----|----------|
|-------------|--|-----|----|----------|

Association with an approved Action Plan

| | | | | |
|--|---|----------|---|-----------------------------|
| The HOME project is associated with one of the PJ's approved Consolidated Plan/Annual Action Plan projects | Program year: 2015-2019 Consolidated Plan | Attached | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
|--|---|----------|---|-----------------------------|

Environmental Review (ER)

| | | | | |
|--|--|--|---|-----------------------------|
| The ER review requirements have been met | <input checked="" type="checkbox"/> The ER is complete (receipt of an Authority to Use Grant Funds form from HUD or the State) OR <input type="checkbox"/> The ER is not complete, but the written agreement is a "conditional commitment" pending environmental review | Notice of Removal of Environmental Grant Condition Village Green II-Barnstable, MA dated March 8, 2016. Attached | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
|--|--|--|---|-----------------------------|

The Project

| | | | | |
|----------------------------------|--|--|---|-----------------------------|
| There is an identifiable project | <input checked="" type="checkbox"/> Address OR <input type="checkbox"/> Legal description of property | 770 Independence Drive, Barnstable, MA | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
|----------------------------------|--|--|---|-----------------------------|

Assessment of Market Demand

| | | | | |
|--|---|-----------------------------------|---|-----------------------------|
| There is an assessment that identifies market demand for the project | <input checked="" type="checkbox"/> PJ documented assessment of market demand Date the PJ reviewed, documented, and approved assessment: <input checked="" type="checkbox"/> assessment was performed not more than 12 months prior to commitment 5/26/2016 <input checked="" type="checkbox"/> assessment is based on current, reliable data: Market Study dated 4/15/15 <input checked="" type="checkbox"/> assessment identified appropriate neighborhood target area | Market Study dated April 15, 2015 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
|--|---|-----------------------------------|---|-----------------------------|

| Requirement | Documentation / Basis of Qualification | Comments | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--------|-----------------------|------|-------------|---------------------|-----|-------------|---------------------|------------|-----------|---------------------|---------|-----------|---------------------|--------------------|----------|---------------------|-----|-------------|---------------------|----------------|--|--|---------------------------------|---------------------|--|----------------------------|
| <p><input checked="" type="checkbox"/> proposed pricing for project (rents, sales prices) is appropriate for neighborhood and within HOME requirements</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Financing Project budget</p> | <p>Total HOME funds: \$125,000 Total project costs: \$16,122,383</p> <p>The budget is in sufficient detail to determine total project development costs and funding— <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>See attached One Stop dated 4/16/15 and Underwriting Analysis of Funding Request dated 5/12/15.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>All necessary financing has been secured</p> <p>Federal LIHTC Equity-\$9,200,000 State LIHTC Equity-\$2,369,520 Dev. Fee/overhead Loaned-\$862.94 Total-\$11,597,382.94</p> | <p>Firm commitments from all project funders. List each funding source below. Total sources must equal total development costs identified in project budget:</p> <table border="1" data-bbox="755 493 1071 861"> <thead> <tr> <th>Funding Source</th> <th>Amount</th> <th>Type of Documentation</th> </tr> </thead> <tbody> <tr> <td>AHTF</td> <td>\$1,000,000</td> <td>One Stop of 4/16/15</td> </tr> <tr> <td>HSF</td> <td>\$1,000,000</td> <td>One Stop of 4/16/15</td> </tr> <tr> <td>State HOME</td> <td>\$250,000</td> <td>One Stop of 4/16/15</td> </tr> <tr> <td>BC HOME</td> <td>\$125,000</td> <td>One Stop of 4/16/15</td> </tr> <tr> <td>Town of Barnstable</td> <td>\$50,000</td> <td>One Stop of 4/16/15</td> </tr> <tr> <td>MHP</td> <td>\$2,100,000</td> <td>One Stop of 4/16/15</td> </tr> <tr> <td>Permanent Loan</td> <td></td> <td></td> </tr> <tr> <td>Total Development Costs:</td> <td>\$16,122,383</td> <td></td> </tr> </tbody> </table> | Funding Source | Amount | Type of Documentation | AHTF | \$1,000,000 | One Stop of 4/16/15 | HSF | \$1,000,000 | One Stop of 4/16/15 | State HOME | \$250,000 | One Stop of 4/16/15 | BC HOME | \$125,000 | One Stop of 4/16/15 | Town of Barnstable | \$50,000 | One Stop of 4/16/15 | MHP | \$2,100,000 | One Stop of 4/16/15 | Permanent Loan | | | Total Development Costs: | \$16,122,383 | | <p>One Stop of 4/16/15</p> |
| Funding Source | Amount | Type of Documentation | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AHTF | \$1,000,000 | One Stop of 4/16/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HSF | \$1,000,000 | One Stop of 4/16/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State HOME | \$250,000 | One Stop of 4/16/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BC HOME | \$125,000 | One Stop of 4/16/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Town of Barnstable | \$50,000 | One Stop of 4/16/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MHP | \$2,100,000 | One Stop of 4/16/15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permanent Loan | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Development Costs: | \$16,122,383 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Subsidy layering and underwriting</p> | <p>PJ has reviewed, documented, and approved: <input checked="" type="checkbox"/> Appropriateness of the HOME assistance—</p> <ul style="list-style-type: none"> • the developer's/owner's profit/return on investment is appropriate and complies with PJ policies • the HOME funds are reasonable and necessary (to provide quality affordable housing that is financially viable for at least the period of affordability) | <p>Underwriting Analysis of Funding Request dated May 12, 2015</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Requirement

Documentation / Basis of Qualification

Comments

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> • HOME funds are needed to fill a funding gap <p><input checked="" type="checkbox"/> Sources and uses statement—</p> <ul style="list-style-type: none"> • costs are reasonable, eligible, and within PJ guidelines • development cost statement adequately reflects the costs of the project • there are sufficient funding sources to pay all anticipated development costs • developer fee is appropriate and within PJ guidelines <p>For <u>multi-unit</u> housing only:</p> <p><input checked="" type="checkbox"/> Cost allocation—</p> <ul style="list-style-type: none"> • determined number # of HOME units • HOME funds are within per unit subsidy limits <p>For <u>rental</u> housing only:</p> <p><input checked="" type="checkbox"/> Operating pro forma—</p> <ul style="list-style-type: none"> • covers entire period of affordability • assumptions about anticipated revenue and expenses are reasonable and complete • anticipated revenues are sufficient to pay debt service and other projected costs • projected rents are supported by a market assessment and meet HOME rent restriction requirements • underwriting ensures sustainability and financial feasibility through period of affordability (through sufficient capital reserves, conservative revenue trending, etc.) <p>For <u>homebuyer</u> housing only—</p> <p><input type="checkbox"/> Projected sales analysis based on reasonable range of low-income buyers</p> <ul style="list-style-type: none"> • price appropriateness for income-eligible buyers • anticipated closing costs reasonable (projected for sale) • reasonable estimates of how much HOME funding is being used for direct assistance to buyer(s) | |
|--|---|--|

| Requirement | Documentation / Basis of Qualification | Comments |
|--|---|---|
| Identifies all parties to the agreement | Commitment Letter dated June 30, 2015 and signed by both parties dated July 7, 2015 | Commitment Letter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Provides dated signatures for each party | HOME Agreement for Project Developer signed by both parties dated May 26, 2016 | HOME Agreement for Project Developer Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

Requirements for Committing HOME Funds to "Specific Local Projects"

Project Name: Coady School Residences
 IDIS Activity Number: 915
 Commitment Date: 9/16/2013

| Requirement | Documentation / Basis of Qualification | Comments |
|-------------|--|----------|
|-------------|--|----------|

Association with an approved Action Plan

| | | |
|--|-------------------------------------|---|
| The HOME project is associated with one of the PJ's approved Consolidated Plan/Annual Action Plan projects | Program year: Con Plan of 2015-2019 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
|--|-------------------------------------|---|

Environmental Review (ER)

| | | |
|--|--|---|
| The ER review requirements have been met | <input checked="" type="checkbox"/> The ER is complete (receipt of an Authority to Use Grant Funds form from HUD or the State) OR <input type="checkbox"/> The ER is not complete, but the written agreement is a "conditional commitment" pending environmental review | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Notice of removal of Environmental Grant Condition Village Green II-Barnstable, MA dated March 8, 2016. Attached |
|--|--|---|

The Project

| | | |
|----------------------------------|--|--|
| There is an identifiable project | <input checked="" type="checkbox"/> Address OR <input type="checkbox"/> Legal description of property | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 85 Cotuit Road, Bourne MA |
|----------------------------------|--|--|

Assessment of Market Demand

| | | |
|--|---|---|
| There is an assessment that identifies market demand for the project | <input checked="" type="checkbox"/> PJ documented assessment of market demand Date the PJ reviewed, documented, and approved assessment: August 3, 2012 <input type="checkbox"/> assessment was performed not more than 12 months prior to commitment 9/16/2013 <input checked="" type="checkbox"/> assessment is based on current, reliable data: LIHTC Residential Markey Study of April 6, 2015 <input checked="" type="checkbox"/> assessment identified appropriate neighborhood target area | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Market Study dated August 3, 2012 and 2 nd Market Study dated April 6, 2015 |
|--|---|---|

Requirement

Documentation / Basis of Qualification

Comments

| | | | |
|--|---|--|---|
| | <input checked="" type="checkbox"/> proposed pricing for project (rents, sales prices) is appropriate for neighborhood and within HOME requirements | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
|--|---|--|---|

| <p>Financing Project budget</p> | <p>Total HOME funds: \$500,000 Total project costs: \$15,727,814</p> <p>The budget is in sufficient detail to determine total project development costs and funding— <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>See attached One Stop dated 8/2/13 and Underwriting Analysis of Funding Request dated 8/20/13.</p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|-----------------------|------|-------------|--------------------|-----------|-----------|--------------------|-----|-------------|--------------------|---------|-----------|--------------------|---------|-------------|--------------------|---------------|--------------------|--|---------------------------------|---------------------|--|------------------------------|---|
| <p>All necessary financing has been secured</p> <p>Federal LIHTC Equity-\$10,142,263 State LIHTC Equity-\$1,055,000 Dev. Fee/Overhead-\$245,551 Total-\$11,442,814</p> | <p>Firm commitments from all project funders. List each funding source below. Total sources must equal total development costs identified in project budget:</p> <table border="1" data-bbox="792 716 1130 1381"> <thead> <tr> <th>Funding Source</th> <th>Amount</th> <th>Type of Documentation</th> </tr> </thead> <tbody> <tr> <td>AHTF</td> <td>\$1,000,000</td> <td>One Stop of 8/2/13</td> </tr> <tr> <td>DHCD HOME</td> <td>\$550,000</td> <td>One Stop of 8/2/13</td> </tr> <tr> <td>HSF</td> <td>\$1,000,000</td> <td>One Stop of 8/2/13</td> </tr> <tr> <td>BC HOME</td> <td>\$175,000</td> <td>One Stop of 8/2/13</td> </tr> <tr> <td>TD Bank</td> <td>\$1,560,000</td> <td>One Stop of 8/2/13</td> </tr> <tr> <td>Total:</td> <td>\$4,933,000</td> <td></td> </tr> <tr> <td>Total Development Costs:</td> <td>\$15,727,814</td> <td></td> </tr> </tbody> </table> | Funding Source | Amount | Type of Documentation | AHTF | \$1,000,000 | One Stop of 8/2/13 | DHCD HOME | \$550,000 | One Stop of 8/2/13 | HSF | \$1,000,000 | One Stop of 8/2/13 | BC HOME | \$175,000 | One Stop of 8/2/13 | TD Bank | \$1,560,000 | One Stop of 8/2/13 | Total: | \$4,933,000 | | Total Development Costs: | \$15,727,814 | | <p>One Stop dated 8/2/13</p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Funding Source | Amount | Type of Documentation | | | | | | | | | | | | | | | | | | | | | | | | | |
| AHTF | \$1,000,000 | One Stop of 8/2/13 | | | | | | | | | | | | | | | | | | | | | | | | | |
| DHCD HOME | \$550,000 | One Stop of 8/2/13 | | | | | | | | | | | | | | | | | | | | | | | | | |
| HSF | \$1,000,000 | One Stop of 8/2/13 | | | | | | | | | | | | | | | | | | | | | | | | | |
| BC HOME | \$175,000 | One Stop of 8/2/13 | | | | | | | | | | | | | | | | | | | | | | | | | |
| TD Bank | \$1,560,000 | One Stop of 8/2/13 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total: | \$4,933,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Development Costs: | \$15,727,814 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Subsidy layering and underwriting</p> | <p>PJ has reviewed, documented, and approved: <input checked="" type="checkbox"/> Appropriateness of the HOME assistance—</p> <ul style="list-style-type: none"> the developer's/owner's profit/return on investment is appropriate and complies with PJ policies the HOME funds are reasonable and necessary (to provide quality affordable housing that is financially viable for at least the period of affordability) | <p>Underwriting Analysis of Funding Request dated August 20, 2013</p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | |

Requirement

Documentation / Basis of Qualification

Comments

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> • HOME funds are needed to fill a funding gap <p><input checked="" type="checkbox"/> Sources and uses statement—</p> <ul style="list-style-type: none"> • costs are reasonable, eligible, and within PJ guidelines • development cost statement adequately reflects the costs of the project • there are sufficient funding sources to pay all anticipated development costs • developer fee is appropriate and within PJ guidelines <p>For <u>multi-unit housing</u> only:</p> <p><input checked="" type="checkbox"/> Cost allocation—</p> <ul style="list-style-type: none"> • determined number # of HOME units • HOME funds are within per unit subsidy limits <p>For <u>rental housing</u> only:</p> <p><input checked="" type="checkbox"/> Operating pro forma—</p> <ul style="list-style-type: none"> • covers entire period of affordability • assumptions about anticipated revenue and expenses are reasonable and complete • anticipated revenues are sufficient to pay debt service and other projected costs • projected rents are supported by a market assessment and meet HOME rent restriction requirements • underwriting ensures sustainability and financial feasibility through period of affordability (through sufficient capital reserves, conservative revenue trending, etc.) <p>For <u>homebuyer housing</u> only—</p> <p><input type="checkbox"/> Projected sales analysis based on reasonable range of low-income buyers</p> <ul style="list-style-type: none"> • price appropriateness for income-eligible buyers • anticipated closing costs reasonable (projected for sale) • reasonable estimates of how much HOME funding is being used for direct assistance to buyer(s) | |
|--|---|--|

Requirement

Documentation / Basis of Qualification

Comments

| | | | | |
|---|---|---|---|-----------------------------|
| Developer Capacity There is an assessment of the developer's financial capacity | <input checked="" type="checkbox"/> The PJ has documented its assessment <input checked="" type="checkbox"/> Date of determination is prior to commitment date: Determination date: Underwriting of August 20, 2013 Commitment date: 9/16/2013 | Underwriting Analysis of Funding Request dated August 20, 2013 and Final Analysis dated March 15, 2016. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | <input checked="" type="checkbox"/> The PJ has documented their assessment <input checked="" type="checkbox"/> Date of determination is prior to commitment date | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Project Schedule

| | | | | |
|--|--|---|---|-----------------------------|
| There is a completion schedule for the project | | Final Rental One Stop Dated June 3, 2016 page 6 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Construction is expected to start within 12 months | <input checked="" type="checkbox"/> The feasibility of the project commencing within 12 months is documented in the file | Final Rental One Stop Dated June 3, 2016 page 6 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

For CHDO Set-Aside Projects ONLY

| | | | | | |
|--|--|--|------------------------------|-----------------------------|------------------------------|
| The CHDO meets the CHDO qualification requirements at §92.2 | <input type="checkbox"/> Date of determination is prior to commitment date Determination date: Click here to enter date Commitment date: 9/16/2013 | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| The CHDO has the capacity to undertake this specific local project (relative to their role as owner, developer, sponsor) | <input type="checkbox"/> Date of determination is prior to commitment date Determination date: Click here to enter date Commitment date: 9/16/2013 | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| The CHDO meets the definition of (select one): <input type="checkbox"/> Owner <input type="checkbox"/> Developer <input type="checkbox"/> Sponsor | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |

Legally Binding Written Agreement



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

October 26, 2011

Richard Hayden
Stratford Capital Group, LLC / School Street Residences L.P.,
100 Corporate Place
Suite 404
Peabody, MA 01960

RE: Massachusetts Rehabilitation Tax Credit Application, Bourne High School/Coady Middle School,
4 (85) Cotuit Road, Bourne, MA; MHC# HRC.315

Dear Mr. Hayden:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

This allocation is contingent upon the successful completion of the project and the approval of part three of the state rehabilitation tax credit application in accordance with the regulations (830 CMR 63.38R.1).

Once your project is complete and put into service, you may apply for a Part 3 Certification for your project. Part 3 certification and issuance of a Project Certificate by the Massachusetts Historical Commission is the final step of the tax credit process for a single-phase project. See 830 CMR 63.38R.1(4)(c). After the Project Certificate is issued, no additional credits can be allocated.

Please contact Brona Simon, Executive Director of the Massachusetts Historical Commission, if you have any questions concerning the next steps in this process.

We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,

A handwritten signature in black ink, appearing to read "William Francis Galvin".

William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Rita Walsh, VHB



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

March 8, 2012

Richard Hayden
Stratford Capital Group, LLC / School Street Residences L.P.,
100 Corporate Place
Suite 404
Peabody, MA 01960

RE: Massachusetts Rehabilitation Tax Credit Application, Bourne High School/Coady Middle School,
4 (85) Cotuit Road, Bourne, MA; MHC# HRC.315

Dear Mr. Hayden:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

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William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

cc: Rita Walsh and Nicole Benjamin-Ma, VHB



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

July 12, 2012

Richard Hayden
Stratford Capital Group, LLC / School Street Residences L.P.,
100 Corporate Place
Suite 404
Peabody, MA 01960

RE: Massachusetts Rehabilitation Tax Credit Application, Bourne High School/Coady Middle School,
4 (85) Cotuit Road, Bourne, MA; MHC# HRC.315

Dear Mr. Hayden:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

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William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Rita Walsh and Nicole Benjamin-Ma, VHB



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02188

William Francis Galvin
Secretary of the Commonwealth

November 13, 2012

Richard Hayden
Stratford Capital Group, LLC / School Street Residences L.P.,
100 Corporate Place
Suite 404
Feabody, MA 01960

RE: Massachusetts Rehabilitation Tax Credit Application, Bourne High School/Coady Middle School,
4 (85) Cotuit Road, Bourne, MA; MHC# HRC.315

Dear Mr. Hayden:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

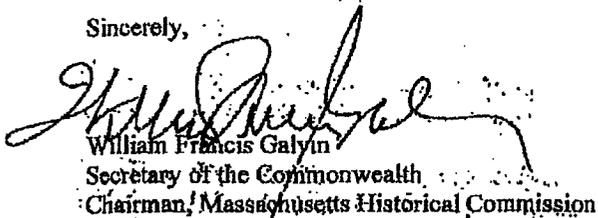
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Sincerely,



William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Rita Walsh and Nicole Benjamin-Ma, VHB



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

March 27, 2014

Richard Hayden
Stratford Capital Group, LLC / School Street Residences L.P.,
100 Corporate Place
Suite 404
Peabody, MA 01960

RE: Massachusetts Rehabilitation Tax Credit Application, Bourne High School/Coady Middle School,
4 (85) Cotuit Road, Bourne, MA; MHC# HRC.315

Dear Mr. Hayden:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$200,000.00 of state rehabilitation tax credit funds.

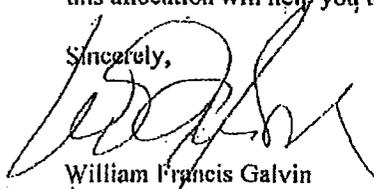
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We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,


William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Rita Walsh and Nicole Benjamin-Ma, VHB



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

March 30, 2016

Richard Hayden
Stratford Capital Group, LLC / School Street Residences L.P.,
100 Corporate Place
Suite 404
Peabody, MA 01960

RE: Massachusetts Rehabilitation Tax Credit Application, Bourne High School/Coady Middle School,
4 (85) Cotuit Road, Bourne, MA; MHC# HRC.315

Dear Mr. Hayden:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

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Sincerely,

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William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Rita Walsh and Nicole Benjamin-Ma, VHB

Congress of the United States
Washington, DC 20515

COPY

November 2, 2017

Neal J. Rackleff, Assistant Secretary for Community Planning and Development
U.S. Department of Housing and Urban Development
451 7th Street S.W., Room 7100
Washington, DC 20410

Dear Assistant Secretary Rackleff,

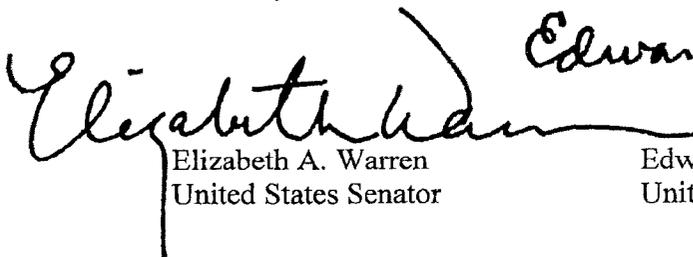
We are writing to you today to express support for the Barnstable County HOME Consortium (BCHC)'s request for a waiver from the regulatory requirements for two residential development projects under its purview: the Coady School Residences and Village Green II.

Earlier this fall the New England Area HUD office informed BCHC that its HOME funds had been de-obligated because the funds had been prematurely committed before adequate funding had been secured. BCHC has formally requested a waiver of these regulations based on the work it has done to comply with HOME program rules, so that it could bring the Coady School and Village Green II projects to completion.

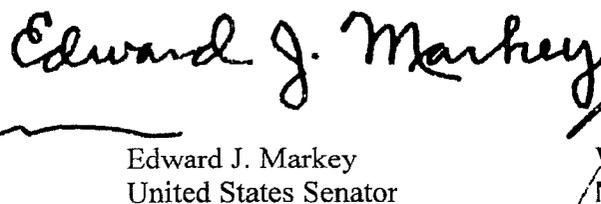
We write also to impress upon you the pressing need for affordable housing on Cape Cod. The Cape's housing market makes it increasingly difficult for working families to find affordable housing. Working people are often forced to commute from off Cape, instead of living in the communities that they serve. By helping to provide low- and moderate-income housing on the Cape, BCHC creates options for these families to locate there and more fully participate in, and contribute to, the social bond that is essential to the strength of our communities. If BCHC's HOME funds remain de-obligated, it will severely limit the Consortium's ability to promote the development and construction of affordable housing on Cape Cod.

Therefore, we are asking that you give your full and fair consideration to BCHC and their request for a waiver that would abrogate the de-obligation process. If you have any questions about this project please contact Michael Jackman at: (508) 746-9000 or at: Michael.Jackman@mail.house.gov. Thank you for your consideration of this request.

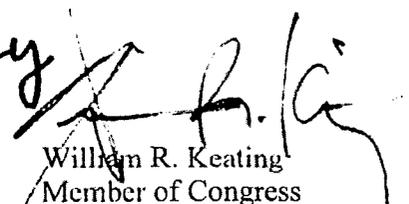
Sincerely,



Elizabeth A. Warren
United States Senator



Edward J. Markey
United States Senator



William R. Keating
Member of Congress

Exhibit 4



New England

U.S. Department of Housing and Urban Development

Office of Community Planning Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1092

Tel (617) 994-8350

COPY

SEP 10 2018

Racquel 9/12/18

Ms. Michelle Springer
Barnstable County Department of Human Services
P.O. Box 427
Barnstable, MA 02630

Dear Ms. Springer:

Subject: HOME Program Deobligation Due to Failure to Meet Deadline Requirements

The Office of Affordable Housing Programs, which administers the HOME Investment Partnerships Program has determined that Barnstable County Consortium, Massachusetts has failed to meet its HOME Program deadline requirements, and that \$255,943.00 of the County's HOME Program funds must be deobligated.

The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME Program funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2. The Office of Affordable Housing Programs determined that the Consortium was unable to demonstrate good cause. Therefore, the waiver request was subsequently denied. Based on the availability of funds per IDIS, the decision was made to deobligate the amount from the Consortium's FY 2017 allocation.

We have enclosed the pertinent documentation regarding the deobligation, including the revised HUD 40093 for FY 2017, the memorandum denying the Consortium's waiver request, and the memorandum authorizing the deobligation of HOME funds. If you have any questions or require assistance, please contact Samantha Graves, Community Planning & Development Representative at 617-994-8353, or via email at samatha.graves@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert D. Shumeyko".

Robert D. Shumeyko
Director

Enclosures

MEMORANDUM FOR: Stanley Gimont, Deputy Assistant Secretary
for Grant Programs, DG

FROM: Virginia Sardone, Director, Office of
Affordable Housing Programs, DGH

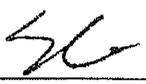
SUBJECT: Request for Approval to Deobligate HOME Program Funds

This office has determined that Barnstable County Consortium, Massachusetts failed to meet its HOME program deadline requirements and that \$255,943 of HOME program funds must be deobligated. We request your authorization to proceed with this deobligation. The Boston Field Office concurs with this decision and has notified the Consortium. The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements prior to its deadline. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2, but was unable to demonstrate good cause. The waiver request was subsequently denied.

| Field Office | Participating Jurisdiction | Deadline | Requirement | Shortfall at Deadline | Amount to be Deobligated |
|--------------|------------------------------|----------|-------------|-----------------------|--------------------------|
| Boston | Barnstable County Consortium | 09/30/13 | Commitment | \$125,261 | \$125,261 |
| Boston | Barnstable County Consortium | 08/31/14 | Commitment | \$42,772 | \$42,772 |
| Boston | Barnstable County Consortium | 08/31/15 | Commitment | \$87,910 | \$87,910 |
| | Total | | | \$255,943 | \$255,943 |

We request your approval to proceed with the deobligation of HOME program funds in the amount of \$255,943.

APPROVAL:



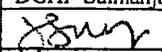
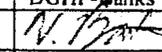
Stanley Gimont
Deputy Assistant Secretary
for Grant Programs

MAR - 1 2018

Date

DGHF: Jessica Suimanjaya 402-7339 2/27/18

J:\CGHF\1-PJ FOLDERS\Boston\Barnstable County\BarnstableCo.Commit.093013

| Correspondence Code | Originator DGHF-Suimanjaya | Concurrence DGHF-Banks | Concurrence DGHF-Sub | | | |
|---------------------|---|---|---|--|--|--|
| Name |  |  |  | | | |
| Date | 2/27/18 | 2/28/2018 | 2/28/18 | | | |

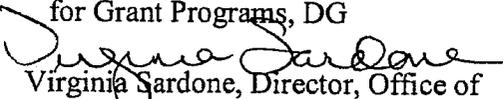


U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

FEB 28 2018

MEMORANDUM FOR: Stanley Gimont, Deputy Assistant Secretary
for Grant Programs, DG

FROM: 
Virginia Sardone, Director, Office of
Affordable Housing Programs, DGH

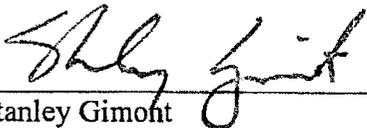
SUBJECT: Request for Approval to Deobligate HOME Program Funds

This office has determined that Barnstable County Consortium, Massachusetts failed to meet its HOME program deadline requirements and that \$255,943 of HOME program funds must be deobligated. We request your authorization to proceed with this deobligation. The Boston Field Office concurs with this decision and has notified the Consortium. The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements prior to its deadline. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2, but was unable to demonstrate good cause. The waiver request was subsequently denied.

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| Boston | Barnstable County Consortium | 08/31/15 | Commitment | \$87,910 | \$87,910 |
| | Total | | | \$255,943 | \$255,943 |

We request your approval to proceed with the deobligation of HOME program funds in the amount of \$255,943.

APPROVAL:


Stanley Gimont
Deputy Assistant Secretary
for Grant Programs

MAR - 1 2018

Date

Funding Approval and HOME Investment Partnerships Agreement
 Title II of the National Affordable Housing Act

| | | | |
|--|---------------------------|--|---|
| 1. Participant Name and Address County Of Barnstable Massachusetts 3194 Main Street, Box 427 Barnstable, MA 02630 | | 2. Grant Number: M17-DC250217 | |
| | | 3a Tax Identification Number: 046001419 | 3b. Unique Entity Identifier (formerly DUNS): 076612407 |
| | | 4. Appropriation Number 86 7/0 0205 | 5. FY (yyyy) 2017 |
| 6. Previous Obligation (Enter "0" for initial FY allocation) | | | \$0.00 |
| a. Formula Funds | | \$379,833.00 | |
| b. Community Housing Development Org. (CHDO) Competitive | | \$ | |
| 7. Current Transaction (+ or -) | | | \$379,833.00 |
| a. Formula Funds | | \$379,833.00 | |
| 1. CHDO (For deobligations only) | | \$ | |
| 2. Non- CHDO (For deobligations only) | | \$ | |
| b. CHDO Competitive Reallocation or Deobligation | | \$ | |
| 8. Revised Obligation | | | \$ |
| a. Formula Funds | | \$ | |
| b. CHDO Competitive Reallocation | | \$ | |
| 9. Special Conditions (check applicable box) | | 10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy): 10/19/2017 | |
| <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached | | 12. Period of Performance: Date in Box #10 - 10/19/15 | |
| 11. Indirect Cost Rate* | | * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200. Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients. | |
| <u>Administering Agency/Dept.</u> | <u>Indirect Cost Rate</u> | <u>Direct Cost</u> | |
| --- | --- | --- | |
| --- | --- | --- | |
| --- | --- | --- | |
| --- | --- | --- | |

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's/Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

| | | |
|---|---|------------------------|
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official) Robert Shumeyko - HUD Community Planning and Development Director | 14. Signature  | 15. Date 10/19/2017 |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Mr. Leo Cakounes Chairman and County Commissioner | 17. Signature  | 18. Date 10/10/2017 |

19. Check one: Initial Agreement Amendment #

| Source of Funds | Appropriation Code | PAS Code | Amount |
|-----------------|--------------------|----------|--------------|
| 2017 | 867/00205 | HMF | \$375,597.00 |
| 2015 | 865/80205 | HMF | \$1,468.00 |
| 2016 | 866/90205 | HMF | \$2,237.00 |
| 2016x | 86X0205 - 16 | HMF | \$ 451.00 |
| 2017x | 86X0205 - 17 | HMF | \$ 80.00 |

| | | Date 2/27/2018 | |
|------------------------------|---|----------------------|------------------|
| ROUTING AND TRANSMITTAL SLIP | | | |
| TO: | (Name, office symbol, room number, building, Agency/Post) | Initials | Date |
| 1. | Vashawn Banks (concurrence) | VB | 2/28/2018 |
| 2. | Peter Huber (concurrence) | PH | 2/28/18 |
| 3. | Virginia Sardone (concurrence) | VS | 2/28/18 |
| 4. | Stanley Gimont (signature) | SG | 3-1-18 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| | Action | File | Note and Return |
| | Approval | For Clearance | Per Conversation |
| | As Requested | For Correction | Prepare Reply |
| | Circulate | For Your Information | See Me |
| | Comment | Investigate | Signature |
| | Coordination | Justify | |
| REMARKS | | | |

HOME program funds deobligation—Barnstable County Consortium, Massachusetts-Commitment Requirement

This office has determined that Barnstable County Consortium, Massachusetts failed to meet its HOME program deadline requirements and that \$255,943 of HOME program funds must be deobligated.

The Boston Field Office concurs with this decision and has notified the Consortium. The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements prior to its deadline. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2, but was unable to demonstrate good cause. The waiver request was subsequently denied.

| | |
|---|------------------|
| DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions | |
| FROM: (Name, org. symbol, Agency/Post) | Room No. - Bldg. |
| Jessica Suimanjaya, HUD, DGHF | 7164 |
| | Phone No. |
| | (202) 402-7339 |

MEMORANDUM FOR: Stanley Gimont, Deputy Assistant Secretary
for Grant Programs, DG

FROM: Virginia Sardone, Director, Office of
Affordable Housing Programs, DGH

SUBJECT: Request for Approval to Deobligate HOME Program Funds

This office has determined that Barnstable County Consortium, Massachusetts failed to meet its HOME program deadline requirements and that \$255,943 of HOME program funds must be deobligated. We request your authorization to proceed with this deobligation. The Boston Field Office concurs with this decision and has notified the Consortium. The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements prior to its deadline. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2, but was unable to demonstrate good cause. The waiver request was subsequently denied.

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| Boston | Barnstable County Consortium | 08/31/15 | Commitment | \$87,910 | \$87,910 |
| | Total | | | \$255,943 | \$255,943 |

We request your approval to proceed with the deobligation of HOME program funds in the amount of \$255,943.

APPROVAL:

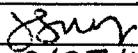
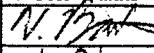
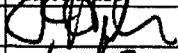


Stanley Gimont
Deputy Assistant Secretary
for Grant Programs

MAR - 1 2018

Date

DGHF: Jessica Suimanjaya 402-7339 2/27/18
J:\CGHF\1-PJ FOLDERS\Boston\Barnstable County\BarnstableCo.Commit.093013

| Correspondence Code | Originator DGHF-Suimanjaya | Concurrence DGHF-Banks | Concurrence DGHF/Hub | | | |
|---------------------|---|---|---|--|--|--|
| Name |  |  |  | | | |
| Date | 2/27/18 | 2/28/2018 | 2/28/18 | | | |

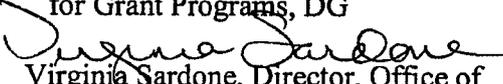


U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

FEB 28 2018

MEMORANDUM FOR: Stanley Gimont, Deputy Assistant Secretary
for Grant Programs, DG

FROM: 
Virginia Sardone, Director, Office of
Affordable Housing Programs, DGH

SUBJECT: Request for Approval to Deobligate HOME Program Funds

This office has determined that Barnstable County Consortium, Massachusetts failed to meet its HOME program deadline requirements and that \$255,943 of HOME program funds must be deobligated. We request your authorization to proceed with this deobligation. The Boston Field Office concurs with this decision and has notified the Consortium. The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements prior to its deadline. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2, but was unable to demonstrate good cause. The waiver request was subsequently denied.

| Field Office | Participating Jurisdiction | Deadline | Requirement | Shortfall at Deadline | Amount to be Deobligated |
|--------------|------------------------------|----------|-------------|-----------------------|--------------------------|
| Boston | Barnstable County Consortium | 09/30/13 | Commitment | \$125,261 | \$125,261 |
| Boston | Barnstable County Consortium | 08/31/14 | Commitment | \$42,772 | \$42,772 |
| Boston | Barnstable County Consortium | 08/31/15 | Commitment | \$87,910 | \$87,910 |
| | Total | | | \$255,943 | \$255,943 |

We request your approval to proceed with the deobligation of HOME program funds in the amount of \$255,943.

APPROVAL:


Stanley Gimont
Deputy Assistant Secretary
for Grant Programs

MAR - 1 2018
Date

Funding Approval and HOME Investment Partnerships Agreement
 Title II of the National Affordable Housing Act

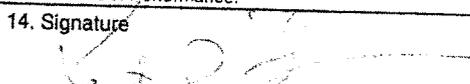
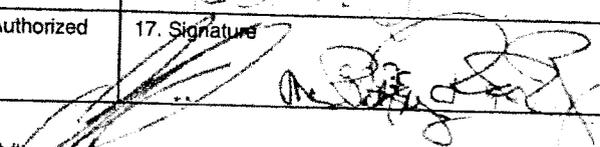
U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

| 1. Participant Name and Address County Of Barnstable Massachusetts 3194 Main Street, Box 427 Barnstable, MA 02630 | | | 2. Grant Number: M17-DC250217 3a Tax Identification Number: 046001419 | | | | | | | | | | | | | | | | | |
|---|--------------------|-------------|---|--|----------------------|--|---|--|--|---|--|--|---|--|--|---|--|--|--|--|
| | | | 3b. Unique Entity Identifier (formerly DUNS): 076612407 | 4. Appropriation Number 86 7/0 0205 | 5. FY (yyyy) 2017 | | | | | | | | | | | | | | | |
| 6. Previous Obligation (Enter "0" for initial FY allocation) | | | | | \$0.00 | | | | | | | | | | | | | | | |
| a. Formula Funds | | | \$379,833.00 | | | | | | | | | | | | | | | | | |
| b. Community Housing Development Org. (CHDO) Competitive | | | \$ | | | | | | | | | | | | | | | | | |
| 7. Current Transaction (+ or -) | | | | | \$379,833.00 | | | | | | | | | | | | | | | |
| a. Formula Funds | | | \$379,833.00 | | | | | | | | | | | | | | | | | |
| 1. CHDO (For deobligations only) | | | \$ | | | | | | | | | | | | | | | | | |
| 2. Non- CHDO (For deobligations only) | | | \$ | | | | | | | | | | | | | | | | | |
| b. CHDO Competitive Reallocation or Deobligation | | | \$ | | | | | | | | | | | | | | | | | |
| 8. Revised Obligation | | | | | \$ | | | | | | | | | | | | | | | |
| a. Formula Funds | | | \$ | | | | | | | | | | | | | | | | | |
| b. CHDO Competitive Reallocation | | | \$ | | | | | | | | | | | | | | | | | |
| 9. Special Conditions (check applicable box) | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached | | | 10. Date of Obligation (Congressional Release Date) | | | | | | | | | | | | | | | | | |
| | | | (mm/dd/yyyy): | | 10/19/2017 | | | | | | | | | | | | | | | |
| 11. Indirect Cost Rate* | | | 12. Period of Performance: | | | | | | | | | | | | | | | | | |
| | | | Date in Box #10 - | | 10/19/2025 | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Administering Agency/Dept.</th> <th style="width:20%;">Indirect Cost Rate</th> <th style="width:20%;">Direct Cost</th> </tr> </thead> <tbody> <tr><td> </td><td style="text-align: center;">%</td><td> </td></tr> </tbody> </table> | | | Administering Agency/Dept. | Indirect Cost Rate | Direct Cost | | % | | | % | | | % | | | % | | * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients. | | |
| Administering Agency/Dept. | Indirect Cost Rate | Direct Cost | | | | | | | | | | | | | | | | | | |
| | % | | | | | | | | | | | | | | | | | | | |
| | % | | | | | | | | | | | | | | | | | | | |
| | % | | | | | | | | | | | | | | | | | | | |
| | % | | | | | | | | | | | | | | | | | | | |

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

| | | | |
|---|--|---|-------------------------------|
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official) Robert Shumeyko - HUD Community Planning and Development Director | | 14. Signature  | 15. Date 10/19/2017 |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Mr. Leo Cakounes Chairman and County Commissioner | | 17. Signature  | 18. Date 02/11/01/2017 |

19. Check one:

Initial Agreement Amendment #

20. Funding Information:

| Source of Funds | HOME Appropriation Code | PAS Code | Amount |
|-----------------|-------------------------|----------|--------------|
| 2017 | 867/00205 | HMF | \$375,597.00 |
| 2015 | 865/80205 | HMF | \$1,468.00 |
| 2016 | 866/90205 | HMF | \$2,237.00 |
| 2016x | 86X0205 - 16 | HMF | \$ 451.00 |
| 2017x | 86X0205 - 17 | HMF | \$ 80.00 |

| | | | Date 2/27/2018 | |
|------------------------------|---|----------------------|------------------|--|
| ROUTING AND TRANSMITTAL SLIP | | | | |
| TO: | (Name, office symbol, room number, building, Agency/Post) | Initials | Date | |
| 1. | Vashawn Banks (concurrence) | VB | 2/28/2018 | |
| 2. | Peter Huber (concurrence) | PH | 2/28/18 | |
| 3. | Virginia Sardone (concurrence) | VS | 2/28/18 | |
| 4. | Stanley Gimont (signature) | SG | 3-1-18 | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| | Action | File | Note and Return | |
| | Approval | For Clearance | Per Conversation | |
| | As Requested | For Correction | Prepare Reply | |
| | Circulate | For Your Information | See Me | |
| | Comment | Investigate | Signature | |
| | Coordination | Justify | | |
| REMARKS | | | | |

HOME program funds deobligation—Barnstable County Consortium, Massachusetts-Commitment Requirement

This office has determined that Barnstable County Consortium, Massachusetts failed to meet its HOME program deadline requirements and that \$255,943 of HOME program funds must be deobligated.

The Boston Field Office concurs with this decision and has notified the Consortium. The Consortium was given an opportunity to provide additional documentation demonstrating that it met its deadline requirements prior to its deadline. The Consortium submitted documentation but was unable to demonstrate that all necessary financing was secured at the time of the initial commitment of HOME funds. The Consortium then submitted a request for a waiver of the definition of commitment at 24 CFR 92.2, but was unable to demonstrate good cause. The waiver request was subsequently denied.

| | |
|---|------------------|
| DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions | |
| FROM: (Name, org. symbol, Agency/Post) | Room No. - Bldg. |
| Jessica Suimanjaya, HUD, DGHF | 7164 |
| | Phone No. |
| | (202) 402-7339 |

AGENDA ITEM 8e

Authorizing the execution of a contract with Aquacultrual Research Corporation to provide shellfish seed to Barnstable County Towns for a period through June 22, 2019

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

And

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

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

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

WHEREAS: The County Commissioners issued an Invitation for Bids on behalf of the Towns within Barnstable County from Massachusetts approved suppliers to provide a bulk shipment of hard clam/quahog (*Mercenaria mercenaria*) seed not less than 2mm (seed requested is to be 2mm to 3mm, or R-1.5), and/or oyster (*Crassostrea virginica*) singles seed not less than 12 mm (seed requested is to be 12mm in length, or R-8), and/or oyster (*Crassostrea virginica*) singles seed not less than 3 mm (seed requested is to be 3mm to 4mm in length, or R-2) to the Towns for the Summer of 2019.

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services and the vendor's bid submittal; hereby attached as Attachment A.
3. Time of Performance. Work is to be completed no later than June 22, 2019.
4. Payment.

| | |
|--------------------------|--------------------|
| Quahog Seed (2mm – 3mm) | 12.00 per thousand |
| Oyster Seed-12 mm (R8) | 44.40 per thousand |
| Oyster Seed – 3mm to 4mm | 12.75 per thousand |

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

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

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the County or 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 County or Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

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

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

or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

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

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

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

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

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

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

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to

section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County 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

Ronald Beaty

Date

FOR THE CONTRACTOR:



Date 10/26/2018

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

December 22, 2017

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on behalf of the Cooperative Extension for sealed bids from approved hatcheries to supply shellfish seed to the towns in the County for Summer, 2018.

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

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

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

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

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

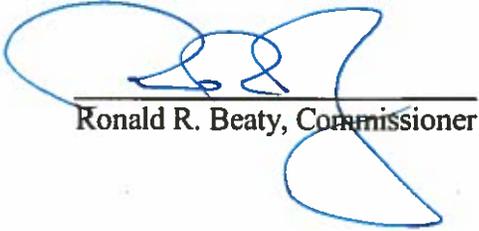
See attached memo from Mike Maguire, Director of the Cape Cod Cooperative Extension.

Thank you.

Approved:


Lea G. Cakounes, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner

01/02/18
Date

AGENDA ITEM 8f

Authorizing the execution of a contract with Aquacultrual Research Corporation to conduct a regional oyster remote set program for Barnstable County Towns for a period through June 29, 2019

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

And

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

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

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

WHEREAS: The County Commissioners issued an Invitation for Bids from shellfish hatcheries approved to distribute seed in Massachusetts to conduct a regional oyster remote set program for the participating towns of the County.

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

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the category.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services, and the contractor's bid submittal hereby attached as Attachment A.
3. Time of Performance. Work is to be completed no later than June 29, 2019.
4. Payment. \$15.00 per bag of remotely set oysters for up to 4000 bags/40 million competent (ready to set) oyster larvae remote set.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

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

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

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

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim,

negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

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

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

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:



Date 10/26/2018

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

December 22, 2017

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on behalf of the Cooperative Extension for sealed bids from approved hatcheries to conduct a regional oyster remote set program for the participating towns of the County.

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

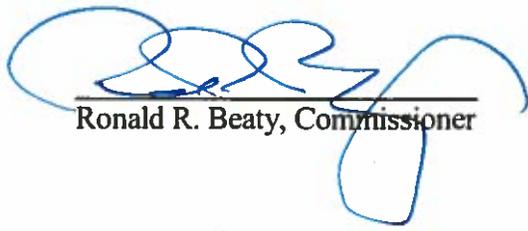
Please vote to award the contract to Aquacultural Research Corporation as the responsive, responsible bidder. See attached memo from Mike Maguire, Director of the Cape Cod Cooperative Extension.

Thank you.

Approved:


Les G. Cakounes, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner

01/02/18
Date

AGENDA ITEM 8g

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: November 6, 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:

- Document No. 683973, Lot 52, Plan 35239-B, Sh 4, Certificate of Title Number 143110; Document Number 875459, Lot 119, Plan 33783-L, Certificate of Title Number 165600; Registry District of the Land Court and;
- Book 5999, Page 117; Book 9264, Page 141; Book 16127, Page 92; Book 27443, Page 23; 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