

AGENDA PACKET

11/21/18 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- No Documents

Agenda Item 8a:

- No Documents

Agenda Item 8b:

- Audio Video Solutions Proposal No: 296285-3 for the Barnstable County East Wing Conference Room by AVI-SPL, Inc.

Agenda Item 8c:

- No Documents

Agenda Item 8d:

- No Documents

Agenda Item 8e:

- WHOI Cost Reimbursable Research Subaward Agreement A101383, Amendment No. 2

Agenda Item 8f:

- Memorandum dated November 20, 2018 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments recorded as: Document No. 774651, Lot 264, Plan 27224-A, Sh3, Certificate of Title No. 154240; Document No. 876543, Land Plan 38555-A, Certificate of Title No. 165712; Document No. 454975, Lot 40, Plan 35622-C, Certificate of Title No. 113869; Document No. 1239440, Lots 69 & 70, Plan 18327-A, Certificate of Title No. 202560; Document No. 905850, Lots 36, Plan 33984-A, Sh 3, Certificate of Title No. 168219; Registry District of the Land Court and; Book 24217, Page 334; Book 28129, Page 68; Book 27917, Page 298; Book 18330, Page 262; Barnstable County Registry of Deeds

AGENDA ITEM 8b

Authorizing the execution of documents for the design and installation of the Barnstable County East Wing Conference Room Space by AVI-SPL, Inc. for the amount of \$122,463.67

AudioVisual Solutions Proposal For

Barnstable County East Wing Conference Room



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

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Prepared By: Robert Conlay
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Proposal No: 296285-3



Executive Summary

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your project.

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

With nearly 40 offices nationwide, as well as international locations in Canada, United Kingdom and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation centers, government commission chambers, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

As part of our many levels of differentiation when compared to our competitors, large and small, is AVI-SPL's commitment to the professional development of our engineering technical staff. We accomplish this by holding our staff accountable to the highest quality solutions delivery standards that we reinforce through ongoing and consistent training.

In addition, we have established an open feedback loop with our customers and partners to continuously assess and identify the best technology and solutions.

We have applied this experience and expertise to build this custom proposal. This proposal document is based on our understanding of your specific needs and business objectives and includes a summary of the solution elements, installation requirements, investment summary and terms and conditions.

We would like to thank you for considering AVI-SPL for your project.

The AVI-SPL Process

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations.

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application.

AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

- Complete internal and external kick off requirements to review:
 - Scope of Work and Design
 - Contract Parameters, including Terms and Conditions
 - Stakeholder Reporting and Communication
 - Schedule (including all WBS project tasks and timelines)
 - Submittal requirements
 - Procurement Plan
 - Risk Identifiers
 - Site Safety and Security
 - Change Management Procedures
 - Acceptance Test Plan Parameters
- Create all final construction/field coordination requirements including:
 - Floor, reflected ceiling, riser diagrams and furniture requirements.
 - AV Design drawings including audio/video/control signal flow and equipment rack elevations.
- Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.
- Create the source code for the system based on the design as agreed upon.
- Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

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- Complete all field installation of cable and equipment, based on project scope and schedule requirements.
- Test and Commission the completed system in the field, based upon acceptance test plan parameters.
- Document and address any punch list items, upon client inspection, following final commissioning.
- Demonstrate full operation of the system to the Customer and train the Customer support staff on the proper use, care and basic troubleshooting of the systems provided.
- Provide final close out (as-built) documentation including:
 - As-Built Drawings
 - Final Acceptance Test Plan Document
 - Programming Source Code
 - Project Serial Numbers and Equipment information
- Acquire the applicable sign off on system for final invoicing and start of the applicable service term.

During project delivery the Customer will:

- Adhere to any client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
- Provide final sign off of the system upon completion.

Project Coordination and Site Installation:

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

The onsite installation effort is coordinated by the Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The Project Manager will determine the correct resources required for the specific installation tasks. In cases where AVI-SPL will utilize vetted and approved subcontractors on the project, the Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to.

All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

- Adherence to our quality assurance program.
- Installation of fully tested and "burned in" electronic hardware.
- Termination into fully tested and verified cabling and far end connections.

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- Correcting site specific problems as they are detected.

The Customer shall provide an environment that is 'clean and ready' to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

Customer required or provided items (Owner Furnished Equipment - "OFE") and client required scope are detailed in this proposal. Any charges for return trips required of AVI-SPL based on insufficient or incomplete client milestones/deliverables will be the responsibility of the Customer.

The Customer must provide an internal IT contact to assist with any network coordination where required.

Change Management

The AVI-SPL change management process provides a mechanism for changes to the agreed upon scope of work of the project. Change requests can be initiated by authorized client requestors to the Project Manager of record at any time. Unless otherwise indicated, the AVI-SPL Change Management Process includes the following stages:

- Client requests a specific change
- AVI-SPL reviews change request compared to approved Scope of Work for potential impact of:
 - Budget
 - Schedule / Time
 - Programming / Function
- AVI-SPL provides written change order response / proposal
- Client executes approval of proposed change order
 - A formal change to contract / purchase order (if applicable) required.
- AVI-SPL proceeds with applicable performance requirements of change order (equipment order, resource time and appropriate scheduling)

All change requests must be made in writing or discussed with the Project Manager of record by the Customer (or client representative with authority to approve changes of agreed upon scope of work) for review and impact considerations. Written authorization to proceed, which may include formal changes to the contract or purchase order, must be provided to AVI-SPL prior to the release of any resources, time or equipment acquisition for a requested change order.

Project Managers may also leverage the change management process to notify the Customer of necessary change in system components or design if required.

Training, System Turnover and Project Completion

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

System Turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, AVI-SPL will request client sign off on the provided systems. Conditional Project Sign-Off will apply if outstanding punch list items exist. AVI-SPL will set forth a plan to address these items accordingly.

Project Completion will occur when all outstanding punch list items are complete and all As-Built documentation has been provided to the Customer in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, Final Project Sign-Off will be requested.

AVI-SPL SOLUTION SCOPE OF WORK

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions Scope of Work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview/Narrative

This project includes the design and installation of the East Wing Conference Room space for the Barnstable County located in Barnstable, MA. The space will be a flexible space for Town Hall Meetings.

OFF40 Statewide Contract: "Audio, Video, Multimedia Presentation Equipment and Services."

Contract Duration: 9/1/2014 to 10/31/2018 Options to renew: One 2-year renewal

Contract Holder: Audio Visual Innovations, Inc. Vendor# 220096

East Wing Conference Room

Design Narrative

- This room system will consist of a (7) seven cart cart mounted displays.
- A Discussion Microphone System will be installed for audio pickup for the Board Members.
- Wireless microphones will be utilized for the Audience audio pickup.
- Ceiling mounted speakers will be utilized for audio play back in the space.
- The system will have connections for a 3rd party camera and record feed.
- The system will have the ability to stream the meeting feed to the clients You Tube channel.
- System control will be accomplished through a Crestron user interface.

Scope of Work – Hardware Integration

Display (Flat Panel)

1. AVI-SPL will provide and install (5) five cart mounted flat panel displays. These displays will connect to the floor/wall plates to be used as confidence monitors.
 - a. The Customer is responsible for providing all network connections, routing and addressing.
 - b. The Customer is responsible for providing all required power.
2. AVI-SPL will provide and install a dual monitor display cart. These display swill connect to a wall plate in the front of the room and be utilized as the primary content display.
 - a. The Customer is responsible for providing all network connections, routing and addressing.
 - b. The Customer is responsible for providing all required power.

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Switching & Interfacing

1. AVI-SPL will provide and install an A/V switcher to route all source material to the flat panel displays. Any media requiring HDCP compliance will be properly handled by the switcher.
2. AVI-SPL will provide and install an HDMI computer input at (2) two presentation locations. AVI-SPL will provide cables of adequate length to support the inputs at the specified laptop location. Any computer interface will provide EDID information to the connected PC and all digital video connections will support HDCP as applicable.
 - a. The Customer is responsible AC power in the floor box and for ensuring that there is a clear cable path from the transmitter in the floor box to the receiver (either at the display or the equipment rack).
 - b. The Customer will provide the floor boxes and low voltage cable paths as needed.
3. AVI-SPL will provide and install a receiver/scaler at the display location and set it to match the native resolution of the display.
 - a. The Customer is responsible for providing all required power.

Recording/ Streaming

1. AVI-SPL will install, the client will provide a streaming processor.
 - a. The Customer is responsible for providing all network connections, routing and addressing.
 - b. The Customer is responsible for all content and subscriptions.
2. AVI-SPL will provide and install four (4) high definition video cameras mounted around the room, to view the audience and presenters.
 - a. The Customer is responsible for ensuring that there is a clear cable path from the wall mounted camera to the equipment rack.
 - b. The Customer will provide cut ins, junction boxes and low voltage cable paths as needed.

Audio

1. AVI-SPL will provide and install (14) fourteen recessed ceiling speakers to support audio for all sources.
 - a. Speakers will be zoned appropriately for room conditions as detailed in the AV drawings.
 - b. The Customer is responsible for any needed patching and painting of the ceiling
2. AVI-SPL will provide and install an amplifier to power the room speakers.
3. Audio Conferencing will be integrated into this system
4. AVI-SPL will provide and install a Digital Signal Processor (DSP) supporting all audio sources. All microphones used for conferencing shall utilize a dedicated Acoustical Echo Canceling (AEC) channel per microphone element in the DSP. The DSP will be configured to maximize audio quality for all applications.
 - a. The Customer is responsible for installation and provisioning of the analog telephone line/VoIP connection.
5. AVI-SPL will provide and install (17) gooseneck microphone discussion system. The microphones will be zoned accordingly to provide voice lift in the space.

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6. AVI-SPL will provide and install a (4) four wireless microphone system integrated for voice reinforcement. These systems will have handheld type wireless microphones.
7. AVI-SPL will provide and install an antenna extension system for the wireless microphone system to facilitate better reception in the room.
8. AVI-SPL will provide and install all low voltage wiring between the audio system components and the system headend.
 - a. The Customer is responsible for proving any required cable paths to the headend equipment.
9. Please see the “**Environmental Considerations**” section of this document for required best practice room properties.

Video Conferencing

1. No Video Conferencing will be integrated in this system

Equipment Rack & Accessories

1. AVI-SPL will provide and install an equipment rack to be in a closet adjacent to the room and contain specific A/V rack equipment. AVI-SPL will document the required minimum dimensions for the closet space.
 - a. The rack will be supplied with casters for ease of service.
2. AVI-SPL will provide and install all low voltage wiring for all A/V system components. All low voltage cabling will be plenum rated when not pulled through conduit.
3. The Customer is responsible for providing all AC power required at the rack location.
4. The Customer is responsible for providing all required low voltage cable paths in the A/V system.
5. The Customer is responsible for providing proper heat dissipation venting and/or any needed cooling for the equipment in this system.
6. AVI-SPL will provide powered venting utilizing thermostatically controlled quiet fans in enclosed spaces where convection cooling is not sufficient.
 - a. The Customer will be responsible for providing any modification to millwork credenzas for application of vent fans.

Network & Security

The integration of Audio Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations. AVI-SPL will work with the stakeholders to discover the network requirements and hardware capabilities.

AVI-SPL will design the system to meet the network requirements and provide construction drawings and a list of devices to be integrated into the Customer’s network. At the time of installation, AVI-SPL will connect devices based on the design and requirements to begin verification.

The Network & Security section of this proposal will fully detail the process, deliverables and responsibilities for deploying AV systems in a network environment.

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Project Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

1. Noise Criteria (NC) is a basic measurement of how quiet the room is with the HVAC system operating and no participants in the room. An NC rating of 35 dBA or less is ideal for a Conference Room. This measurement needs to take into account ambient noise originating outside the room as well as noise from the air handling system or AV or other equipment located within the room. Higher ambient noise levels above this specification may degrade the overall audio quality of a conference and will begin to work against speech intelligibility.
2. Reverberation time (RT60) for typical conference rooms should be $RT60 < 0.6$ seconds in the 125 - 4000 Hz octave bands. As the RT60 measuring parameter reflects preferred reverb time, attention should be given to using room surfaces with too much or too little sound reflectivity (as indicated by an RT60 measurement outside the range noted).
3. If the room has not been acoustically treated, AVI-SPL can provide direction and solutions to treat the room which will enhance the meeting experience for the participants.
4. Careful attention should be paid to the network architecture that will be supporting the video data. An improperly configured network, or one that does not have adequate bandwidth at all times to support a stable conference, will have a negative impact on the conferencing experience. When installing equipment (control systems, VoIP interfaces, etc.) operating on the Customer network, coordination between client IT and the AVI-SPL project team is critical. Please see the network information and requirements in this specification for further details.
5. For videoconferencing applications, lighting is critical. Lighting on the faces of the participants should be between 40 to 50 foot candles and should be evenly distributed throughout the camera's field of view.

Control

1. AVI-SPL will provide and install two wired color touch screen user interfaces. A 10" panel will be rack mounted. A second 15" panel will be portable and plug into the floor/ wall plates.
 - a. The Customer is responsible for all network connections and routing.

Scope of Work – Software Integration

A control system will be provided to activate many necessary end-user system needs. This greatly reduces the complexities of operating an integrated A/V system and facilitates greater system utilization and an enhanced meeting experience.

Touch Panel Control

AVI-SPL will provide and install a wired color touch panel user interface to control all system functions. The size of the touch screen will be a nominal 10" and 15" diagonal.

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1. The supplied touch screen will allow for a single button selection to activate many necessary system functions.
 - a. The touch screen graphical user interface design will utilize the AVI-SPL provided “Connect icon set and layout theme. AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval. Major changes or customization to the AVI-SPL provided GUI may require an additional cost.
2. All specified equipment in the proposal along with any available lighting and shade controls will be incorporated into the control system.
 - a. The Customer will provide/install any interfaces for lighting and shade controls. Specific interface models must be coordinated with AVI-SPL prior to integration. AVI-SPL custom programming will tally/recall presets already programmed in the Customer provided interfaces by others for lighting and shades.
3. AVI-SPL will coordinate with the Customer’s IT personnel establishing WAP usage and IP addresses where a stand-alone AV LAN is utilized. Where the control system is on the Customer LAN, AVI-SPL will provide a list of A/V network appliances along with their MAC addresses. The Customer will then provide AVI-SPL with a static IP address range for those devices. *Reference the AVI-SPL Network and Security document.*

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TouchPanel/User Interface Programming Operation – “Connect” Theme

The CONNECT UI style provides a work flow that leads the user to very specific use cases. This workflow is designed to allow anyone to use the room with little or no training and limits the complexity of too many controls. A comprehensive user interface Theme Guide, with button by button instructions, is available for further review.

The UI and programming will work together to provide an easy to use system when events and activities are detected in the room. An auto-piloted experience will automate the AV when the room is not active. A co-piloted experience will present the user with choices when the room is active.

Narrative

Startup

The touchscreen will display a list of navigation tasks for the user to select when the room is in a powered down state. Selecting a navigation task will display a list of controls. When a user completes a task such as starting a presentation or connecting a video call the control system will power on the display device. The answering of incoming audio call, video call, or laptop connection will trigger the AV on routine and present the required controls.

Presentation

In the presentation mode the user will be able to route any computer input to the available display devices. A presentation can also be triggered by a user connecting a laptop to a room input. When the room is in a powered down state a detected laptop input will power on the display device, route the source and present the user with the presentation page. When the room is in an active state while a laptop is detected the user will be presented with an option of routing the source or ignoring the message.

Volume Controls

The user will be presented with a single level control that will raise and lower all active audio in the room. The range for this control will be limited to prevent any echo in the room. This single volume control will return to a set point after a meeting has ended. The settings page will provide discrete control for all audio sources in the room. These discrete technician controls are intended to balance the room and will not be overridden by users and will remain at their set position after a meeting is ended. The user will not have the ability to change any outgoing audio to far end participants. There will not be any audio call or video call incoming mute controls.

Microphone Mute

A single mute button will be available to the user at all times. This mute control will prevent any audio in the room from being sent to either an active audio call or active video call. The video codec will also be set to a privacy state in tandem with this control to provide status to the onscreen display and the far end video participates.

Settings

A settings control page will be available from anywhere on touch panel. Access to this page is password protected. Here the user will have control of the room audio, camera presets, and expanded control of the video codec. Where projectors are available the user will have the ability to manually raise or lower the projection screens and view the internal lamp hours of the projector bulb. Additional technician controls and room configuration settings will be located on this page.

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In the event the AV system is used in fully auto-piloted manner, meaning a user was able to conduct their meeting without using the touch screen, a timer will ensure that all the proper display devices are powered down and the room is returned to a default configuration. The system will automatically power down when no active laptops are detected and no video/audio calls are active.

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Room Summary

Prepared For:	Jack Yunits
	Barnstable County
	3225 Main Street
	Barnstable, MA 02630-1105

Prepared By:	Robert Conlay
Date Prepared:	11/15/2018
Proposal #:	296285-3
Room Name:	East Wing Conference Room
Valid Until:	01/15/2019

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>DISPLAY SYSTEM</u>			
SAMSUNG	SAMQM65H	LCD, 65" 4K/UHD 500NIT 51LB 4000:1 CONTRAST 2 10W SPKR 24/7	7	\$1,852.04	\$12,964.28
CHIEF	CHIPFQUB	CART, 2' LFP MOBILE	1	\$523.06	\$523.06
CHIEF	CHIPFMUB	CART, MONITOR - FLAT PANEL 3' - 4'	2	\$545.86	\$1,091.72
CHIEF	CHIMPAUB	CART, MEDIU FUSION MANUAL ADJUST - BLACK	2	\$732.28	\$1,464.56
AVTEQ	AVTELT2100L	CART,ELITE,VID CONF&TELE ENV,2 DISPLAYS,10RU 19"RM BRACKET	1	\$3,298.82	\$3,298.82
		<u>VIDEO SYSTEM</u>			
CRESTRON	CREDMTX4K100C1GWT	TRANSMITTER, 4K DigitalMedia 8G+ WALLPLATE (WHITE TEXTURED)	3	\$411.76	\$1,235.28
CRESTRON	CREDMMD8X8	8X8 DigitalMedia SWITCHER	1	\$2,529.41	\$2,529.41
CRESTRON	CREDMRMC4K100C1G WT	WALL PLATE, 4K DM 8G+ RECEIVER & ROOM CONTROLLER, WHITE	1	\$411.76	\$411.76
CRESTRON	CREDMC4KZC	INPUT CARD, DIGITAL MEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWITCHER	3	\$647.06	\$1,941.18
CRESTRON	CREDMC4KZHD	INPUT CARD, HDMI 4K60 4:4:4 HDR FOR DM SWITCHERS	2	\$470.59	\$941.18
CRESTRON	CREDMCSDI	INPUT CARD, SDI FOR DM SWITCHERS	1	\$705.88	\$705.88
CRESTRON	CREDMC4KZCOHD	OUTPUT CARD, 2-CH DIGITALMEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWI	2	\$764.71	\$1,529.42
CRESTRON	CREDMC4KHDO	DM OUTPUT CARD, 2-CHANNEL 4K HDMI	1	\$1,058.82	\$1,058.82
CRESTRON	CREDMCSTRO	DM OUTPUT CARD, STREAMING	1	\$1,764.71	\$1,764.71
CRESTRON	CREDMRMC4KZ100C	RECEIVER/ROOM CONTROLLER, DM 8G+ 4K60 4:4:4 HDR 100	6	\$529.41	\$3,176.46
CRESTRON	CREMDA44KC	SPLITTER, 1:4 4K HDMI TO DM 8G+ & HDBASET	1	\$1,588.24	\$1,588.24
CRESTRON	CREPW4830DUS	POWER PACK, 150W PoDM FOR DM 8G+ I/O BLADES	1	\$294.12	\$294.12
CRESTRON	CREDMPSU8PLUS	POWER SUPPLY, 8-PORT PoDM+ FOR DM 8G+ I/O CARDS	1	\$705.88	\$705.88

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Mfg	Model	Description	Qty	Unit Price	Extended Price
BLACK BOX CORPORATION	BLAVHUBSMART6G1212	SMART VIDEOHUB, 12x12	1	\$1,312.94	\$1,312.94
BLACK MAGIC DESIGN USA	BLABMDCONVCMICHSWPSU	MICRO CONVERTER, HDMI TO SDI W/POWER SUPPLY	1	\$51.76	\$51.76
CRESTRON	CREDMPSU8PLUS	POWER SUPPLY, 8-PORT PoDM+ FOR DM 8G+ I/O CARDS	1	\$705.88	\$705.88
		<u>CAMERA SYSTEM</u>			
VADDIO INC	VAD9999933000W	CAMERA, ROBOSHOT 30 HD-SDI - WHITE	4	\$3,261.29	\$13,045.16
VADDIO INC	VAD9995750000	CONTROLLER, PRECISION CAMERA - PREMIER	1	\$2,734.88	\$2,734.88
O.F.E	STREAMING PROCESSOR	OWNER FURNISHED STREAMING PROCESSOR	1	\$0.00	\$0.00
		<u>AUDIO SYSTEM</u>			
ATTECO TECH	ATT90000190WU	PLATE, 42X2 CHANNEL, DUAL GANG W/XLR, RCA, 3.5MM I/O, POE	1	\$587.06	\$587.06
BIAMP SYSTEMS	BIATESIRAFORTEDANVT	TESIRA FORTE DSP FIXED I/O SERVER W/ 12 IN, 8 OUT,VOIP,DANTE	1	\$2,469.41	\$2,469.41
CROWN INTERNATIONAL	CRODCI4300	AMPLIFIER, DRIVECORE INSTALL SERIES 300W X 4	1	\$1,163.65	\$1,163.65
JBL	JBLCONTROL47CT	SPEAKER, PREMIUM IN-CEILING COAX W/6.5" (ORDER IN PAIRS)	14	\$166.95	\$2,337.30
		<u>MICROPHONE SYSTEM</u>			
SHURE	SHUGM416C	MIC, GOOSENECK 16", LIGHT RING	17	\$156.47	\$2,659.99
DANISH INTERPRETATION SYS	SHUDC5980P	CONFERENCE UNIT, PORTABLE DISCUSSION	17	\$245.88	\$4,179.96
DANISH INTERPRETATION SYS	SHUDC5980PACCCMIS	OVERLAY, S BUTTON FOR DC 5980 P (2) CHARIMAN (3)INTERPRETER	1	\$22.35	\$22.35
DANISH INTERPRETATION SYS	SHUDC5980PACCDM	OVERLAY, DM "ONE BUTTON" MIC ON/OFF	2	\$24.59	\$49.18
DANISH INTERPRETATION SYS	SHUDISCCU	CENTRAL CONTROL UNIT, NO POWER SUPPLY	1	\$777.88	\$777.88
DANISH INTERPRETATION SYS	SHUPSCCUUS	POWER SUPPLY FOR CCU/PI/RC	1	\$563.29	\$563.29
SHURE	SHUMXWAPT4Z10	TRANSCEIVER, 4-CH ACCESS POINT	1	\$2,030.76	\$2,030.76
SHURE	SHUMXW2SM58	TRANSMITTER, HANDHELD W/ SM58 MICROPHONE	4	\$441.47	\$1,765.88
SHURE	SHUMXWNCS4	CHARGING STATION, 4CH NETWORKED	1	\$1,061.76	\$1,061.76
		<u>CONTROL</u>			
CRESTRON	CRETS1542TILTBS	TOUCH SCREEN, 15.6" HD, TABLETOP TILT (BLACK SMOOTH)	1	\$2,823.53	\$2,823.53
CRESTRON	CRETSW1060BS	TOUCH SCREEN, 10" SURFACE MOUNT - BLACK SMOOTH	1	\$1,411.76	\$1,411.76

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Mfg	Model	Description	Qty	Unit Price	Extended Price
CRESTRON	CRETSW1060RMK2	RACK MOUNT KIT FOR TSW-1060	1	\$117.65	\$117.65
CRESTRON	CRECP3N	CONTROL PROCESSOR, 3 SERIES	1	\$1,529.41	\$1,529.41
PAKEDGE DEVICE & SOFTWARE	PAKSX24P	SWITCH, 24 PORT GIGABIT POE+	1	\$1,147.06	\$1,147.06
		EQUIPMENT RACK			
MIDDLE ATLANTIC	MIDERK4025	RACK, 40 SPACE 70" H X 25" DEEP STAND ALONE RACK	1	\$543.71	\$543.71
MIDDLE ATLANTIC	MIDCBSERK25	WHEELBASE, SKIRTED FOR ERK-25	1	\$135.53	\$135.53
MIDDLE ATLANTIC	MIDERKRR40	REAR RAIL KIT 40 SPACE	1	\$56.65	\$56.65
MIDDLE ATLANTIC	MIDLVFD40	DOOR, PERFORATED FRONT FOR 40SPACE RACK	1	\$299.12	\$299.12
MIDDLE ATLANTIC	MIDPD2420SCNS	POWER STRIP, 24 OUTLET	1	\$113.29	\$113.29
MIDDLE ATLANTIC	MIDPD915R	POWER STRIP, 9 OUTLET, SINGLE 15 AMP CIRCUIT	1	\$82.59	\$82.59
MIDDLE ATLANTIC	MIDHPQ500	SCREWS, 10-32 PHILLIPS SHORT W/WASHERS BLACK (500 PC)	1	\$78.35	\$78.35
		MISC			
CRESTRON	CRECBLHD20	CABLE, 20 FT HDMI INTERFACE CABLE	2	\$58.82	\$117.64
CRESTRON	CRECBLHD15	CABLE, 1.5 FT HDMI INTERFACE CABLE	1	\$18.82	\$18.82
CRESTRON	CRECBLHD6	CABLE, 6 FT HDMI INTERFACE CABLE	4	\$29.41	\$117.64
LIBERTY	WALL PLATE	WALL PLATE - PRESS PLATE	1	\$176.47	\$176.47
LIBERTY	WALL PLATE	WALL PLATE - PRESENTATION PLATE	4	\$117.65	\$470.60
CRESTRON	CREMPWP181CW	WALL PLATE, MEDIA PRESENTATION DIGITAL MEDIA 8G+, WHITE	4	\$47.06	\$188.24
		ALS SYSTEM			
LISTEN TECHNOLOGIES CORPO	LISLS06072	7 PERSON FM SYSTEM, 72 MHZ	1	\$1,690.00	\$1,690.00
Total					\$85,861.93

Room Maintenance Services

	Price
90 Day - Warranty	\$0.00



Equipment Total	\$85,861.93
Installation Materials	\$5,000.00
Professional Services	\$27,000.00
Direct Costs	\$352.94
General & Administrative	\$4,248.80
Maintenance Services	\$0.00
Subtotal	\$122,463.67
Tax	Exempt
Total	\$122,463.67

Purchase orders should be addressed to Audio Visual Innovations, Inc.



Investment Summary

Prepared For:	Jack Yunits Barnstable County 3225 Main Street Barnstable, MA 02630-1105	Prepared By:	Robert Conlay
		Date Prepared:	11/15/2018
		Proposal #:	296285-3
		Valid Until:	01/15/2019

Total Equipment Cost \$90,861.93

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system

Professional Integration Services \$27,000.00

Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$352.94

Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.

General & Administrative \$4,248.80

Includes all G & A expenses: bonds, vehicle mileage, shipping & insurance

Maintenance Services \$0.00

Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".

Subtotal	\$122,463.67
Tax	Exempt (*)
Total	\$122,463.67

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to Audio Visual Innovations, Inc.

Signed _____

Printed _____

Date _____

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Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Warranty or Customer Care service coverage for Owner furnished equipment or equipment furnished by others.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

General Terms and Conditions

1. Applicability of Terms

These General Terms and Conditions, including any addenda attached hereto, together with the Customer Care Service Agreement (“Service Agreement”) and Software License Agreement (“Software License”) attached hereto and incorporated herein by this reference (collectively, the “Terms and Conditions”) are the only terms which govern the sale of the equipment and any related software (“Products”) and services (“Services”) contained in the accompanying audiovisual solutions proposal (the “Proposal”) by Audio Visual Innovations, Inc./Signal Perfection, Ltd. (“Company”) to Buyer.

The Terms and Conditions and the Proposal (collectively, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these General Terms and Conditions and the Service Agreement, the Service Agreement shall prevail. In the event of a conflict between these General Terms and Conditions and an addendum attached hereto, the addendum shall prevail. In the event of a conflict between these General Terms and Conditions and any of the other documents constituting the Agreement, these General Terms and Conditions shall prevail unless expressly provided otherwise herein. Notwithstanding anything herein to the contrary, if a master services agreement signed by both parties is in effect covering the sale of the Products and Services covered hereby, the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

2. Acceptance of Terms

This Agreement shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of the Company, and any different or conflicting terms appearing in Buyer’s purchase order or other documents are expressly rejected by Company. Buyer’s receipt of the Products/Services shall constitute assent to this Agreement. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this Agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

The Company will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped to the Company, the Company will place the Products in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The Buyer shall have no right to cancel or rescind this Agreement by reason of an excusable delay as defined herein, and shall accept

such delayed performance by the Company. The Buyer’s receipt of the Products shall constitute a waiver of any claims for delay.

4. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 50% down payment at time of order, 40% upon delivery at Company; 10% upon completion or first beneficial use, payable net 30 from receipt of invoice. Unless otherwise specified, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

5. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the Buyer to the Company under the terms of this Agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer’s default, the Company may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer’s obligations.

6. Title, Risk of Loss

Title to the Products shall pass to Buyer upon delivery, subject to the Software License (if applicable) and a purchase money security interest retained by the Company in the Products sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Products from the Buyer’s premises if all payments are not made when due. Buyer agrees to cooperate with Company in the execution and filing of financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company’s trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company’s work in progress is impeded by other trades and/or contractors (excluding the Company’s own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

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The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the Proposal. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

8. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The Buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9a. Warranty

In the event the Products are in any way misused or altered or repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Products, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

9b. Warranty Service

Unless Buyer has purchased a Service Program (as defined in the Customer Care Service Agreement) providing for a longer period of warranty coverage, each installation/system carries a standard ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day period listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then- standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

10. Limitations Of Warranty – Products Of Others

Unless otherwise specified, no warranty whatsoever is provided by the Company hereunder as to Products manufactured by anyone other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the Proposal, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

11. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

12. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the Company be liable for any damages, other than the allocable charges paid by the Buyer for the Products, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

13. Taxes

Any and all taxes levied or based on the prices in this Agreement, or the Products/Services being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the Proposal; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

14. Choice Of Law And Severability

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflict of law rules. Venue shall be Hillsborough County, Florida. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

16. General

The Proposal shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order.

Buyer Acceptance of General Terms and Conditions

Signed Name

Client

Printed Name

Date

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Customer Care Service Agreement

1. Applicability of this Service Agreement.

This Service Agreement together with the General Terms and Conditions and, if applicable, the Software License set forth the terms and conditions pursuant to which Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("AVI-SPL") will provide Services and related Products to its end user customers ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased from AVI-SPL.

This Service Agreement applies to the Services being provided under a Service Program.

By submitting a purchase order for Services provided under a Service Program to AVI-SPL, Customer agrees to be bound by this Service Agreement. Unless otherwise agreed in writing by AVI-SPL, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of this Service Agreement.

2. Definitions.

In this Service Agreement, the following terms shall have the following meanings. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

- 2.1. **"Products"** means equipment and software generally made available in the marketplace.
- 2.2. **"Manufacturer"** means an entity that produces equipment and/or Software.
- 2.3. **"Services"** means the AVI-SPL branded services provided under a relevant Service Program.
- 2.4. **"Service Program"** means those pre-packaged service programs as described in Section 3 of this Service Agreement.
- 2.5. **"Software"** means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.6. **"Software Options"** means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVI-SPL or Manufacturer charges separately.
- 2.7. **"Update"** means Software for which AVI-SPL or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVI-SPL or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.8. **"Upgrade"** means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVI-SPL or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.

3. Covered Services.

- **Customer Care Preferred** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24.
- **Customer Care Preferred Onsite** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs with onsite Field Technician dispatch, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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- Customer Care Exclusive Onsite – provides advanced support services for all covered assets including 7x24 remote technical phone support services, assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. Requires all covered assets be covered at as part of the Customer Care Exclusive program. Underlying Maintenance support may vary in Service Level by location. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.
- First Call Consolidation Services – provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer’s behalf.
- Preventative Maintenance - provides scheduled onsite Field Technicians to perform operational health testing of covered assets, routine maintenance tasks such as cleaning, alignment adjustments, log reviews, and remediation of identified problems. Consumables such as filters, bulbs and batteries will be replaced and chargeable at additional fee. Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays according to the following schedule based on the number of Preventative Maintenance visits elected:
 - Quantity 4 – Quarterly visits – scheduled in 3 month intervals
 - Quantity 2 – Bi-Annual visits – scheduled in 6 month intervals
 - Quantity 1 – Annual visit – scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration.

4. Services; Orders.

In order to receive Services under a Service Program pursuant to this Service Agreement, you must submit a purchase order or valid credit card to AVI-SPL for a validly quoted Service Program. Purchase orders must refer to AVI-SPL quote identification number. A valid AVI-SPL quote will contain the following information for each covered asset listed on the purchase order: **(i)** the Service Program you are purchasing; **(ii)** the model (and serial number for renewals of Service Programs only) of the applicable Products; **(iii)** the appropriate pricing information; **(iv)** the site location(s) of covered assets and **(v)** the Service Period (if applicable). Following order acceptance customer agrees to provide a contact name, contact email address, and telephone number at the location (if applicable).

AVI-SPL will determine the pricing and payment terms associated with any Service Program which you purchase. All orders are subject to acceptance by AVI-SPL, and no obligation, including a purchase order, shall be binding on AVI-SPL unless and until such order is accepted by AVI-SPL, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under this Service Agreement. Any optional services for a Service Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

5. Service Period.

The initial period of any Service Program purchased hereunder (the “Initial Service Period”), shall commence on the date AVI-SPL accepts an Order, or such other date as specified on the applicable Order and accepted by AVI-SPL, and shall continue twelve (12) months therefrom, or such other period of time as specified on the applicable Order and accepted by AVI-SPL.

This Service Agreement shall automatically renew for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period (“Renewal Service Period”) unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Prior to the commencement of any successive renewal period, AVI-SPL reserves the right to increase the price of the applicable Service Program for the duration of the successive renewal term in an amount not to exceed five (5%) percent of the Order price for the then-current Initial or Renewal Service Period. In the event the price increase exceeds five (5%) percent, AVI-SPL shall issue a new quote to Customer for approval prior to the commencement of the successive renewal period.

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6. Service Activation.

For new equipment purchase: Service coverage will begin 30 days from the date of shipment from the manufacturer's warehouse or upon installation, whichever is sooner unless otherwise specified.

For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVI-SPL. If equipment was not under an AVI-SPL or manufacturer's support contract for an extended period of time, AVI-SPL and / or the manufacturer may require a recertification fee and / or inspection of the equipment prior to AVI-SPL being able to support or being able to receive manufacturer support and replacement parts / software for the equipment. The recertification costs and any repairs required by AVI-SPL to certify a room and / or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the agreement unless specifically noted in the Service Program.

7. Services Availability.

Remote Technical Phone Support Services will be provided on a 7x24x365 basis.

Onsite Field Technician Dispatch Services: Unless otherwise provided in any Service Program, Services will be provided Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

8. Software Updates, Upgrades and Options.

For Software covered under a Service Program, you will receive Updates and / or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please contact the AVI-SPL Help Desk. Updates are provided on a fix or fail basis. That is, to obtain an available Update the customer must call AVI-SPL to report a specific customer product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. AVI-SPL will configure the Update according to the Software record of the registered Product.

9. Replacement Parts.

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of AVI-SPL or the Manufacturer, and if replaced by the Customer must be received back to the local AVI-SPL service facility (as the same is listed on the pre-addressed return package provided by AVI-SPL) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

- 9.1. Warranty Parts Repair / Replacement: Some equipment may be repairable or replaced at no charge under the manufacturer's Warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to AVI-SPL Time and Material labor fees. The Help Desk will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.
- 9.2. Advanced Parts Replacement: Specific to videoconferencing equipment available with advanced parts replacement from the manufacturer; some equipment may be eligible for an Advanced Replacement program. In these instances, upon determination of a part requiring replacement by the Help Desk technician, a replacement part will be delivered to the customer location. Return of the defective product is required by the Customer under the conditions defined under the Terms and Conditions of Service.

10. Service Level Agreement.

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls placed to its help desk Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

AVI-SPL will respond to new service requests made via email or web portal within four (4) hours with case assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.



When applicable, AVI-SPL will provide a two business day onsite response pursuant to the Help Desk's determination that a dispatch is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

- P1: Critical – System outage equipment or room system fully non-functional
- P2: Major – System impaired but operational quality or features diminished
- P3: Minor – System operational with acceptable quality features are diminished
- P4: Informational – End User "How To" inquiry, request for configuration modification

11. Service Program Exclusions.

Unless otherwise specified, Service Programs do not cover any of the following: **(i)** electrical work and / or in-house cabling external to the Product; **(ii)** repair or replacement of Product resulting from causes external to the Product, including disaster, fire, flood, earthquake, tornado accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVI-SPL; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVI-SPL employees or persons authorized by AVI-SPL; **(iii)** repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; **(iv)** furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; **(v)** Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVI-SPL including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; **(vi)** damage to displays caused by screen burnout or image "burn-in"; **(vii)** Replacement and / or general support for manufacturer-specified end of life products after AVI-SPL has informed Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; **(viii)** Services in connection with computer viruses or conflicts involving software that is not installed or introduced by AVI-SPL including coverage for "OFE" (Owner Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVI-SPL and not specifically covered under this Service Agreement.

12. Charges and Payment Terms

Payment terms are NET 30 Days from the date of invoice. All fees and payments referenced in this Service Agreement are in US Dollars. The Services as outlined will be invoiced in full upon execution of the Service Agreement.

13. Termination

Either party may at its option terminate any applicable Service Program in whole or in part for cause: **(i)** if the other party breaches any material term or condition hereunder or under any applicable Service Program, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; **(ii)** in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or **(iii)** the other party becomes insolvent or dissolves. Furthermore, AVI-SPL may terminate any applicable Service Program in whole or in part for cause if any person other than a AVI-SPL employee, or designated service representative, alters a Product without AVI-SPL's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVI-SPL or the Manufacturer or as otherwise intended as set forth in the applicable Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be liable for the full cost of any manufacturer sub-coverage purchased on the customer's behalf by AVI-SPL and for services and parts provided to the customer on a Time and Material basis per AVI-SPL's then-current Time and Material rate schedule.

AVI-SPL reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by AVI-SPL prior to such modifications except as mutually agreed by both parties.

14. Customer Obligations.

- 14.1. You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.

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- 14.2. Software updates and upgrades are the responsibility of the customer. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.
- 14.3. Customer is required to assist the AVI-SPL Help Desk technician with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the problem.
- 14.4. Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 14.5. If applicable, you will provide AVI-SPL personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to AVI-SPL. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVI-SPL in writing and specifically accepted in writing by AVI-SPL).
- 14.6. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- 14.7. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 14.8. Customer will be responsible for payment of Repairs and Services provided by AVI-SPL that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVI-SPL on a Time and Material Basis in accordance with the AVI-SPL standard published labor rates and material charges.
- 14.9. Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVI-SPL service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVI-SPL.
- 14.10. AVI-SPL strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under this Service Agreement or the Service Programs.
- 14.11. You are solely responsible for backing up your data. AVI-SPL will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of AVI-SPL's provision of Services, or otherwise. AVI-SPL will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of AVI-SPL's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

15. Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVI-SPL shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVI-SPL relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

16. Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.



17. WARRANTY / LIMITATION OF LIABILITY.

AVI-SPL WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVI-SPL PURSUANT TO THIS AGREEMENT, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVI-SPL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVI-SPL MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVI-SPL BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVI-SPL DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVI-SPL'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVI-SPL IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVI-SPL FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SUBJECT TO THE PRECEDING SENTENCE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVI-SPL'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO **(I)** ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR **(II)** AGGREGATE SERVICE FEES PAYABLE TO AVI-SPL PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SERVICE AGREEMENT SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR **(I)** FRAUD OR FRAUDULENT MISREPRESENTATION OR **(II)** DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

18. Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVI-SPL's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Service Agreement or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents.

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is **(i)** approved in advance, in writing by the Disclosing Party, **(ii)** necessary for Recipient to enforce its rights under this Service Agreement in connection with a legal proceeding; or **(iii)** required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

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19. Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVI-SPL is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

20. General.

Except as otherwise set forth in this Service Agreement, this Service Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of this Service Agreement in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVI-SPL such address, unless otherwise notified in writing, shall be as follows:

AVI-SPL, Inc.
Attn: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

If any provision of this Service Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Service Agreement shall in no way be affected or impaired. The waiver by either party of a breach of any provision of this Service Agreement shall not be construed as a waiver of any subsequent breach.

You may not assign any or all of your rights or obligations under this Service Agreement including by purchase, merger or operation of law, without the prior written consent of AVI-SPL, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVI-SPL may assign its rights and obligations under this Service Agreement without prior written consent or notice.

AVI-SPL's affiliates may participate in AVI-SPL's performance under this Service Agreement and a Service Program, and AVI-SPL may also sub-contract its obligations under this Service Agreement and a Service Program provided that AVI-SPL remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

Same as expressly provided, no term or provision of this Service Agreement or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

The Customer acknowledges that AVI-SPL has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVI-SPL employees who perform Services on behalf of AVI-SPL without AVI-SPL's express prior written consent. In the event that the Customer is in breach of this provision, AVI-SPL shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.

In performing the Services, AVI-SPL shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVI-SPL shall have complete charge and responsibility for personnel employed or engaged by AVI-SPL.

Upon any expiration or termination of these this Service Agreement, Sections 15 (Intellectual Property), 16 (Indemnity) and 17 (Warranty/Limitation of Liability) shall survive.

This Service Agreement may have been translated into various languages for the convenience of AVI-SPL's Customers. While the translation is correct to the best of AVI-SPL's knowledge, AVI-SPL is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Service Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Service Agreement and a version that has been translated into another language, the English-language version of this Service Agreement shall control.

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This Service Agreement shall be governed by the laws of the State of Florida and any disputes will be subject to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of Florida, in each case located in the city of Tampa and the county of Hillsborough. The non-prevailing party in any dispute will pay all reasonable court costs and attorneys fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVI-SPL shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you.

UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THIS SERVICE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Customer Acceptance of Customer Care Service Agreement

Signed Name

Customer

Printed Name

Date

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Software License Agreement

This Software License is made by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer as an essential element of the services to be rendered by the Company as defined in the Proposal and any system specification and any associated documents made available to Buyer by Company. Buyer and Company agree that this Software License is deemed to be part of the Agreement. This Software License applies to control system integration and programming and does not apply to any other services. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the General Terms and Conditions.

SECTION 1 LICENSE GRANT AND OWNERSHIP

1.1 The Company hereby grants to Buyer a worldwide, perpetual, non-exclusive, non-transferable license to all software for Buyer's use in connection with the establishment, use, maintenance and modification of the system implemented by the Company. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Company and accepted by the Buyer.

1.2 Except as expressly set forth in this paragraph, the Company shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to the Company or allow the Company to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by the Company for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION, AND USE

2.1 Buyer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Buyer's business.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the software made by any party other than the Company.

SECTION 3 WARRANTIES AND REPRESENTATIONS

The Company represents and warrants to Buyer that:

3.1 it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Buyer;

3.2 the Products and Services provided by Company subject to this Software License, including the Software and all intellectual property provided hereunder, are original to the Company or its subcontractors or partners; and

3.3 the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

3.4 The Company further represents and warrants that, throughout the System Warranty Period, the executable object code of Software and the system will perform substantially in accordance with the system specifications and Agreement. If the Software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the system specifications and in the Agreement.

SECTION 4 INDEMNIFICATION

4.1 The Company hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by the Company infringes or otherwise violates any rights of any such third party.

4.2 Buyer hereby indemnifies and shall defend and hold harmless the Company, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated,

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against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original

configuration in another location. The Company may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the Software, including all copies and modifications.

Buyer Acceptance of Software License Agreement

Signed Name

Buyer

Printed Name

Date

AGENDA ITEM 8e

Authorizing the execution of an amendment to a sub-award agreement for a grant to the Cape Cod Cooperative Extension from the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI), to support the Sea Grant Program, in the amount of \$985,500.00, for the period of February 01, 2018 through January 31, 2022, adding an evaluation of river herring passage before and after a dam removal-research, education, and outreach

Cover Page

Federal Award (Fed Awd) Agency: NOAA, Sea Grant	FAIN: NA18OAR4170104	Fed Awd Issue Date: 02/27/2018	Total Amt of Fed Awd to WHOI: \$259,500.00
CFDA Title: Sea Grant Support		CFDA No. 11.417	
Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Subaward (Sub) No: A101383		Total Amount Currently Available for all EFFORTS: \$238,480.00	

Terms and Conditions~ Updated

- 1) WHOI hereby awards a Cost Reimbursable Subaward, as described above and in Attachment 4. The statement of work and budget for each Effort are as shown in Attachment 4. In its performance of Subaward and Effort work, Collaborator shall be an independent entity and not an employee or agent of WHOI.
- 2) WHOI shall reimburse Collaborator not more often than monthly for allowable costs per Effort. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include: current and cumulative costs (including cost sharing); Subaward number, Effort number and PI name; plus signed certification as to truth and accuracy as required in 2 CFR 200.415 (a). *Invoices that do not reference WHOI's Subaward number, Effort number and PI name shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachment 3.
- 3) At the termination of each Effort, a final statement of cumulative costs incurred, (including cost sharing), marked "FINAL," and an Effort Release, (at Appendix 2), must be submitted to WHOI's Financial Contact as shown in Attachment 3, NOT LATER THAN sixty (60) days after the effort termination date.
- 4) A final statement of Subaward cumulative costs incurred, marked "FINAL," and a Subaward Release of Claims, (at Appendix 2), must be submitted to WHOI's Financial Contact as shown in Attachment 3, NOT LATER THAN sixty (60) days after the Subaward end date. The final statement of costs shall be a cumulative statement of all Efforts made as part of this Subaward.
- 5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator. WHOI reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
- 6) Matters concerning the technical performance of each Effort should be directed to the appropriate party's Principal Investigator/Project Director as shown in Attachment 4, Effort #, page 2. Technical reports are required for each Effort as shown in Attachment 4, Effort #, page 3.
- 7) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement, Effort or Amendments, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact as shown in Attachment 3. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official as shown in Attachment 3.
- 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 Agreement or any Effort within, with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachment 3. WHOI shall pay Collaborator for termination costs as allowable under Uniform Guidance 2 CFR 200.
- 10) No-cost extensions require the approval of the WHOI. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact as shown in Attachment 3, not less than (30) thirty days prior to the desired effective date of the requested change.
- 11) The Subaward is subject to the terms and conditions of WHOI's Fed Awd and other special terms and conditions, as identified in Attachment 2.
- 12) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

Attachment 1 -Updated

Cost Reimbursable Research Subaward Agreement

Certifications and Assurances

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

Certification Regarding Lobbying (2 CFR § 200-450)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to WHOI;
- 3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

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

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

Audit and Access to Records

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

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

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

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

Use of Name

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

Attachment 2-Corrected
WHOI Cost Reimbursable Research Subaward Agreement
DOC/NOAA

General Terms and Conditions:

1. By signing this Subaward, Collaborator agrees to the following: To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website: http://www.osec.doc.gov/oam/grants_management.
2. This Cost-reimbursable Research Subaward Agreement is subject to the following:
 - a. **The Federal Awarding Agency's Grants Policy guidance**, including addenda in effect as of the beginning date of the period of performance or as amended;
 - b. **Department of Commerce Financial Assistance Standard Terms and Condition Dated March 31, 2017**; found at the bottom of the page:
http://www.osec.doc.gov/oam/grants_management/policy/default.htm.
 - c. **NOAA Financial Assistance Administrative Terms dated December 13, 2017**; found at:
<http://www.whoi.edu/page.do?pid=22038>
 - d. **Federal-wide Research Terms and Conditions**; and
 - e. **DOC Research Terms and Conditions: Agency-Specific Requirements**, both d & e found at:
<http://www.nsf.gov/awards/managing/rtc.jsp>
except for the following:
 - i. No Cost extensions require the written approval of WHOI. Any requests for a No Cost extension shall be directed to the Administrative Contact as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested
 - ii. Any payment mechanisms and financial reporting requirements described in the applicable Federal Agency Terms and Conditions and/or Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) on the cover page of this Subaward Agreement; and
 - iii. Any prior approvals are to be sought from WHOI and not the Federal Awarding Agency.
 - iv. Prior approval must be sought for a change in Collaborator PI or change in Key Personnel as listed on the cover page of this Subaward Agreement.
3. Automatic Carry Forward: Yes No
(If No, Carry Forward requests must be sent to WHOI's Administrative Contact as shown in Attachment 3A.)
4. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall vest in the Collaborator upon acquisition subject to the conditions specified in **2 CFR § 200.313 of the Uniform Guidance** .
5. Treatment of Program Income, per **2 CFR § 200.307**:
 Additive
 Other, Specify.....

Special Terms and Conditions:

1. Copyrights

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

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

2. Data Rights

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

3. Data Sharing and Access:

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

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

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

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

Specific Terms and Conditions from:

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

III. Scientific Integrity

A. General Guidelines

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

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

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

<http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

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

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

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

B. Investigating Scientific Integrity or Scientific and Research Misconduct

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

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

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

C. Findings and Corrective Actions

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

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

Additional Sea Grant Terms:

Acknowledgement for Publications Resulting from Sea Grant Support

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

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

Quantities Required:

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

Sea Grant Acknowledgement for journal articles, proceedings, theses:

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

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

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

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

Attachment 4-Updated
Cost Reimbursable Research Subaward Agreement
EFFORTS

Effort 22180402

Page 1

WHOI PI: Dr. Matthew Charette	Collaborator PI: Diane Murphy
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Project Title: **"A/S-15 "Woods Hole Sea Grant Marine Extension Program""**

Effort Period of Performance: 2/01/2018-1/31/2022	Budget Period: 2/01/2018-1/31/2019	Amount Currently Available for this EFFORT: \$235,500.00	Total Amount This Effort Title \$985,500.00
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Reporting Requirements Incremental Funding Statement Cost Sharing Statement
(See this EFFORT, Page 3 for all that Apply)

Copy of Prime Award Notice (previously attached)

Effort 22180402**Page 2****Effort Contact Information**

PI:		PD:	
Name:	Dr. Matthew Charette	Name:	Diane Murphy
			Fisheries & Aquaculture Specialists
Address:	Woods Hole Oceanographic Institution	Address:	
	266 Woods Hole Rd. MS #25		Cape Cod Cooperative Extension
	Woods Hole, MA 02543-1050		PO Box 367
			Barnstable, MA 02630-0367
Telephone:	508 289-3205	Telephone:	508 375-6953
Fax:	508 457-2193	or	
Email:	mcharette@whoi.edu	Email:	dmurphy@barnstablecounty.org

Reporting &/or Deliverables Incremental Funding Detail, Cost Sharing and Closeout**Please Include on Invoices:**

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

Deliverables and/or Technical Reports:

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

Incremental Funding:

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

The amount currently available for payment is **\$235,500.00** which covers the Budget Period as extended and the Period of Performance as stated on the cover page of this EFFORT.

WHOI's obligation for the difference of **\$750,000.00** is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Collaborator to make these funds available.

Cost Share Requirements:

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

Cost Share amount for **Year One** is **\$153,242.00**.

Cost Share amount for **Year Two** is **\$160,459.00** and will be committed with future increment of funds.

Cost Share amount for **Year Three** is **\$168,105.00** and will be committed with future increment of funds. Cost Share amount for **Year Four** is **\$175,370.00** and will be committed with future increment of funds.

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

Close-out Documents:

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

- **EFFORT Release of Claims**

Effort 22180402

Page 4

Statement of Work and Budget

Statement of Work, Budget and Budget Justification previously attached for this EFFORT.

**Data Management Plan
Woods Hole Sea Grant WQ Monitoring**

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

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

Effort 22180410

Page 1

WHOI PI: Dr. Matthew Charette	Collaborator PI: Abigail Archer
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Project Title:
A/S-15 "Evaluation of river herring passage before and after a dam removal – research, education, and outreach."

Effort Period of Performance: 9/01/2018-1/31/2020	Budget Period: 9/01/2018-1/31/2019	Amount Currently Available this EFFORT: \$2,980.00	Total Amount This Effort Title \$27,980.00
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Reporting Requirements Incremental Funding Statement Cost Sharing Statement
(See this EFFORT, Page 3 for all that Apply)

Copy of Prime Award Notice (attached ___4___ pages)

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

U. S. DEPARTMENT OF COMMERCE

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

GRANT COOPERATIVE AGREEMENT

ACCOUNTING CODE

AWARD NUMBER

NA18OAR4170104

RECIPIENT NAME
WOODS HOLE OCEANOGRAPHIC INSTITUTION

AMENDMENT NUMBER

3

STREET ADDRESS
266 WOODS HOLE RD

EFFECTIVE DATE

09/01/2018

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

EXTEND WORK COMPLETION TO

N/A

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

COSTS ARE REVISED AS FOLLOWS	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$1,117,472.00	\$50,000.00	\$0.00	\$1,167,472.00
RECIPIENT SHARE OF COST	\$567,047.00	\$25,050.00	\$0.00	\$592,097.00
TOTAL ESTIMATED COST	\$1,684,519.00	\$75,050.00	\$0.00	\$1,759,569.00

REASON(S) FOR AMENDMENT

- To provide additional funding for the project entitled "Amendment to Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" per the recipient's application dated 06/12/2018, which are incorporated by reference.
- To revise NOAA Administrative Specific Award Conditions.

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

Special Award Conditions (Attachment B)

Line Item Budget (Attachment A)

Other(s)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Nadia Musa

TITLE

Grants Officer

DATE

07/20/2018

TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Amy Chadburn

TITLE

Grants Administrator

DATE

07/23/2018

Special Award Conditions

Award Number: NA18OAR4170104

Amendment Number: 3

1) Cooperative Agreement

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

This institutional award is providing supplemental funding to an existing cooperative agreement, and falls under the scope of the existing cooperative agreement between NSGO and the recipient.

2) Future Competed Projects in FY20-21

Project will include future support of individual projects. Initiation of any selected project will not begin until FPO has certified that that project was competed and selected according to the rules of the selection process.

This project contains future competed projects in FY20-21. This project contains future competed projects in FY20-21 totaling \$100,000.00 Federal and \$50,000.00 match.

3) Performance Reports - (Annual for Cooperative Institute Awards)

The first Performance Progress Report will cover a period of nine months from the start date of award. Following reports are due annually. All interim Performance Progress Reports are due 30 days after the reporting period end date. A final Performance Progress Report will be due no later than 90 days after the award expiration. The Final Performance Report documents activity in the final performance period, and will include a table listing all projects conducted during the life of the Award.

4) Multi-Year Special Award Condition

1.(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 4-year period for a total amount of \$200,000 in Federal funds. However, Federal funding available at this time is limited to \$50,000 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, Amendment to Financial Assistance Award, if at all possible prior to the expiration of each

year's activities. The funding period for this award is 09/01/2018 through 01/31/2019 and may be extended through 01/31/2022.

5) New Award SAC

This award number NA18OAR4170104, to Woods Hole Oceanographic Institution, supports the work described in the Recipient's proposal entitled "Amendment to Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" dated 06/12/2018, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

6) Matching Requirement

Since this award requires the recipient to provide \$25,050 in project-related costs from non-Federal sources, the recipient must maintain in its official accounting records an accounting of \$75,050 as the total Federal and non-Federal share.

7) Handling of Environmental Data or Peer-Reviewed Publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. 1,2
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy.
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding

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

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

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

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

Effort 22180410**Page 2****Effort Contact Information**

PI:		PD:	
Name:	Dr. Matthew Charette	Name:	Abigail Archer
	Marine Chemistry and Geochemistry		Marine Resource Specialist
Address:	Woods Hole Oceanographic Institution	Address:	Barnstable County - CCCE
	266 Woods Hole Rd. MS# 25		PO Box 367
	Woods Hole, MA 02543-1050		Barnstable, MA 02630-0367
Telephone:	508 289-3205	Telephone:	508 375-6702
Fax:	508 457-2193	Fax:	
Email:	mcharette@whoi.edu	Email:	aarcher@barnstablecounty.org

Reporting &/or Deliverables Incremental Funding Detail, Cost Sharing,

Please Include on Invoices:

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

Deliverables and/or Technical Reports:

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

Incremental Funding:

This Agreement is incrementally funded. The total amount of this Agreement is **\$27,980.00**.

The amount currently available for payment is **\$2,980.00** which covers the Budget Period and the Period of Performance.

WHOI’s obligation for the difference of **\$25,000.00** is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Collaborator to make these funds available.

Cost Share Requirements:

The total of **\$11,500.00** on this Subaward has been committed for Cost Share.

Cost Share amount for **Year One** is **\$00.00**.

Cost Share amount for **Year Two** is **\$11,500.00** and will be committed with future increment of funds.

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

Close-out Documents:

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

EFFORT Release of Claims

Effort 22180410

Page 4

Statement of Work and Budget

Attached 8 pages

Project Proposal Narrative A/S-15-Supplement

Project Title: Evaluation of river herring passage before and after a dam removal – research, education, and outreach

(1) Introduction/background/justification:

Cape Cod and Southeastern MA have 60 herring runs - rivers in which two species of fish (*Alosa pseudoharengus* and *Alosa aestivalis*) known as 'river herring' migrate upstream from the ocean to spawn in freshwater rivers and lakes. Since the 1600s, MA towns have appointed herring wardens to regulate harvest and maintain clear passage for adult and juvenile fish and maintain fish ladders where necessary. River herring play an important role in the culture, ecology, and economies of coastal towns in Massachusetts and many citizens dedicate time to protecting the rivers and ponds these fish spawn in. In the 2018-2021 Omnibus Proposal, WH-SGEP described how it will assist these local natural resource managers with making local management decisions through collaborations on research, technology, and outreach so that they are informed by the best available science and an ecosystem-based outlook. This project takes advantage of a recently funded dam removal and river restoration project in the town of Plymouth on a river called Town Brook. Using passive integrated transponder telemetry, river herring will be tagged and their movements will be tracked through a section of the river both before and after the removal of the Holmes Dam. This project will provide specific information to fish passage engineers and restoration professionals and advocates in the Northeast region on the effects of dams and dam removals on passage of river herring. The Town of Plymouth specifically reached out to Woods Hole Sea Grant for assistance with evaluating this dam removal project based on the prior experience and expertise of an extension agent in this type of work.

The technology and tools used to evaluate fish passage and dam removal projects provide valuable opportunities for hands-on activities to enrich understanding of the biology and life history of river herring and their ecological significance. This proposal seeks to develop 3 complementary classroom lessons geared toward (1) high school, (2) middle school, and (3) elementary school classroom aged students for delivery to regional schools with a focus on geographic areas that have active river herring runs. Data and instrumentation from the Holmes Dam removal project will be used to give students experience working with real data and research tools. These lessons will also be used at various community events in the area to promote environmental literacy as well as included in the online WHSG K-12 lesson plan database.

This project supports the National Sea Grant College Program Strategic Plan goal for the Healthy Coastal Ecosystems focus area, "habitat, ecosystems, and the services they provide are protected, enhanced, or restored" and the accompanying National Plan action, "develop and share decision-support tools, technologies and approaches to protect and restore ecosystems." Within the WHSG Strategic Plan, this project supports the desired outcome, "collaborations with partners and stakeholders support planning, research and technological solutions to address resource management needs" and the program plan targets, "support extension activities to translate scientific information for decision makers", "support

research and extension activities to enhance species and habitat restoration” and, “support programs that inform local communities on restoration efforts.”

(2) Project Objectives:

1. Using Passive Integrated Transponder telemetry, compare both the upstream and downstream passage of alewife (*Alosa pseudoharengus*) and blueback herring (*Alosa aestivalis*) through a 750 meter section of Town Brook in Plymouth, Massachusetts both before and after the removal of an earthen dam. Currently this stretch contains 2 sections of steepass ladder and a 202 ft long Denil ladder. Passage will be described by quantifying A) percent passage B) # of attempts to pass and C) transit time.
2. At a site with known passage problems – the Jenny Grist Mill Dam - quantify A) time from arrival at site to ladder entry B) percent passage C) # of attempts to pass and D) transit time through the two 10 foot long steepass ladder sections at a 20% slope.
3. Quantify flow through the spillways and the fish passage channels, as well as water temperature. Analyze results to determine what effects, if any, these variables and fish sex and fish length have on the fish passage metrics.
4. Use Passive Integrated Transponder telemetry technology (PIT tags and antenna) to develop a STEM lesson for high school students that allows them to explore the inner workings of the technology, explore the physics behind the tags, and build/tune their own antenna.
5. Work with actual PIT tag data from Town Brook fish passage and maps of the area with antenna locations to enable middle school students to plot and map actual fish movements, transit times, and percent passage.
6. Develop a river herring game for elementary school aged students that explores river herring biology and life history.

(3) General work plan and milestones

The first field season for this project has taken place. During Spring 2018, 500 river herring were tagged with 23mm PIT tags and their movements through the fish ladders were detected and quantified using 17 individual passive integrated transponder antennas. Each PIT tag contains a unique identification number that is recorded when it passes through an antenna.

Work to remove the Holmes dam will begin in Summer of 2018 and will be completed before Spring 2019. In March 2019, 17 antennas will be installed in the same locations they were prior to the dam removal. During April & May 2019, 500 river herring will be tagged and released and their movements recorded. The antennas will remain in place through June in order to record downstream movements in addition to upstream movements.

Data analysis will take place during Summer and Fall of 2019. Results will be reported during December 2019 & January 2020.

During the Fall and Winter of 2018, all three education lessons will be developed for a Spring 2019 delivery. Special emphasis will be given to classrooms and outreach events during the Spring herring run in Plymouth and on Cape Cod. During the Fall of 2019, data from the preceding Spring will be incorporated in the lesson plans. All the lessons will be included on the WHSG education website and continue to be delivered to local classrooms in subsequent years.

(4) Anticipated outcomes

The amount of time it takes river herring to travel from the lower reaches of Town Brook to the spawning pond will be determined both before and after the Holmes Dam is removed. This information will be used by communities in the Northeast to evaluate the pros and cons of dam removal projects.

Students, in the classroom, and the general public, at outreach events, will understand the ecological and anthropogenic pressures river herring face and how scientists develop tools to gather information to use for resource management and conservation.

(5) Coordination with other program elements

WHSG Extension, WHSG Education, and WHSG Communication programs will work together to carry out this project.

A/S-15-Supplement Budget Narrative

The Woods Hole Oceanographic Institution (WHOI) is a non-profit [501(c)(3)] research and education organization subject to the cost principles of 2 CFR 200. WHOI Principal Investigators are responsible for conceiving, funding and carrying out their own research programs. Senior Personnel are expected to raise 12 months of support per calendar year for themselves and their staffs by writing proposals and obtaining sponsored research grants and contracts from a variety of sources. Some teach voluntarily in WHOI's Joint Program, but support for this is limited. NSF has confirmed to WHOI that salary support from grants beyond 2 months per calendar year is justifiable for these Principal Investigators.

A proposed labor month is equal to 152 hours or 1824 hours annually versus 2080 hours (40 hours/week for 52 weeks). The difference is for vacations, holidays, sick time, and other paid absences, which are included in the Paid Absences calculation. WHOI cannot "waive" or reduce overhead rates on any sponsored research project due to the structure of our negotiated rates with our cognizant government agency (Office of Naval Research). When a program sets limits on overhead, WHOI must use Institution unrestricted funds to pay the unfunded portion of the overhead costs.

Direct Costs: The WHOI budget comprises the following:

Permanent Equipment: A total of \$6,520 is requested in year one to assemble a passive integrated transponder (PIT tag reader) for tracking the fish. Major components include: 2 single antenna HDX readers @ \$1,855 each; 3 ATC Auto tuners @ \$275 each; 1 inductance meter @ \$260, 100 meters Twinax cable @ \$7.50 per meter plus shipping (quote attached). Other miscellaneous items (PIT tag reader demonstration box supplies estimated at \$300 plus shipping costs are based on previous web experience. The PIT tag will be assembled at the WHOI Sea Grant Facility by Educator, Grace Simpkins at no charge to this supplement as her time is covered through the pre-existing OMNIBUS.

A supplement to the existing sub-award to Barnstable County Cape Cod Cooperative Extension is requested in the amount of \$27,980 (\$2,980 year one, \$25,000 year 2).

Matching funds are provided by the volunteer services of Judith McDowell for 49.7 hrs. (\$4,750/year one), and 13.1 hrs. (\$1,250/year two). These hours contribute to the education and outreach component of the proposed study.

Budget Justification: Barnstable County Cape Cod Cooperative Extension

Budget Justification Year One:

Total direct cost:

- D. Expendable Supplies and Equipment: \$2,709
 - a. \$2,709 is requested for lesson supplies, e.g. totes, markers, maps, laminates, displays, models, tools

Total indirect cost: Barnstable County Extension, 10% of \$2,709 (line c/g) = \$271

Budget Justification Year Two:

- A. Salaries & Wages

1. Senior Personnel

A total of 150 hours of Abigail Archer's time (\$11,514.) is requested to complete year 2 of the proposed study.

- B. A total of 4,966 is required for Abigail Archer's fringe benefits.
- D. Expendable Supplies and Equipment: \$900 is requested for custom stickers, \$840 for a total of 510 HDX PIT tags, and \$244 for a total of 200 feet of welding cable.
- E. Travel: \$1,563 is requested for travel to regional schools for lesson delivery and to the field sites.
- F. Publication and Documentation: \$2,700 is requested for handouts and publications to be used at outreach events and classroom visits.
- G. The Town of Plymouth will contribute \$11,500 for 150 hours of Abigail Archer's time (1 month) as matching funds.

Total indirect cost: Barnstable County Extension, 10% of \$22,727(line c) = \$2,273

SEA GRANT BUDGET FORM 90-4

GRANTEE: Barnstable County -Cape Cod Cooperative Extension			GRANT/PROJECT NO.: A/S-15-Supplement	
PRINCIPAL INVESTIGATOR: Abigail Archer Subcontract Budget - Cape Cod Cooperative Extension			DURATION (dates): Year 1 - 5 months (9/1/18- 1/31/19)	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:				
b. Associates (Faculty or Staff):				
Sub Total:				
2. Other Personnel				
a. Professionals:				
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:				
B. FRINGE BENEFITS:				
Total Personnel (A and B):				
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			2,709	
E. TRAVEL:				
1. Domestic				
2. International				
Total Travel:				
F. PUBLICATION AND DOCUMENTATION COSTS:				
G. OTHER COSTS:				
1.				
2.				
3.				
4.				
5.				
Etc.				
Total Other Costs:				
TOTAL DIRECT COST (A through G):				
INDIRECT COST (On campus 10% of \$2709):			271	
INDIRECT COST (Off campus % of)::				
Total Indirect Cost:				
TOTAL COSTS:			2,980	

SEA GRANT BUDGET FORM 90-4

GRANTEE: Barnstable County -Cape Cod Cooperative Extension			GRANT/PROJECT NO.: A/S-15-Supplement	
PRINCIPAL INVESTIGATOR: Abigail Archer Subcontract Budget - Cape Cod Cooperative Extension			DURATION (dates): Year 2 -12 months (2/1/19-1/31/20)	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:	1.0	1	11,514	
b. Associates (Faculty or				
Sub Total:				
2. Other Personnel				
a. Professionals:				
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:				
B. FRINGE BENEFITS:			4,966	
Total Personnel (A and B):				
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			1,984	
E. TRAVEL:				
1. Domestic			1,563	
2. International				
Total Travel:				
F. PUBLICATION AND DOCUMENTATION COSTS:			2,700	
G. OTHER COSTS:				
1. Abigail Archer 150 hrs - Town of Plymouth				11,500
2.				
3.				
4.				
5.				
Etc.				
Total Other Costs:				
TOTAL DIRECT COST (A through G):			22,727	
INDIRECT COST (On campus 10 % of 22727):			2,273	
INDIRECT COST (Off campus % of)::				
Total Indirect Cost:				
TOTAL COSTS:			25,000	11,500

SEA GRANT BUDGET FORM 90-4

GRANTEE: Barnstable County – Cape Cod Cooperative Extension			GRANT/PROJECT NO.: A/S-15-Supplement	
PRINCIPAL INVESTIGATOR: Abigail Archer Subcontract Budget - Cape Cod Cooperative Extension			DURATION (dates): 16 months (9/1/18-1/31/20)	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:	1.0	1.00	11,514	
b. Associates (Faculty or Staff):				
Sub Total:				
2. Other Personnel				
a. Professionals:				
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:				
B. FRINGE BENEFITS:			4,966	
Total Personnel (A and B):				
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			4,693	
E. TRAVEL:				
1. Domestic			1,563	
2. International				
Total Travel:				
F. PUBLICATION AND DOCUMENTATION COSTS:			2,700	
G. OTHER COSTS:				
1. Abigail Archer 150 hours - Town of Plymouth				11,500
2.				
3.				
4.				
5.				
Etc.				
Total Other Costs:				
TOTAL DIRECT COST (A through G):			25,436	
INDIRECT COST (On campus 10 % of 25436):			2,544	
INDIRECT COST (Off campus % of):				
Total Indirect Cost:				
TOTAL COSTS:			27,980	11,500

Data Sharing and Data Management Plan**Data Management Plan**

This project will generate the following data:

- Water temperature data from 4 locations along the river called Town Brook in Plymouth, Massachusetts during the months of March-June 2019
- Water level at two locations along the river during the months of March-June 2019
- Length and sex of five hundred (500) river herring captured and released at Town Brook during the months of April and May 2019
- Analyzed data of the amount of time it takes river herring to travel between several sections of river that are monitored using Passive Integrated Transponder telemetry antennas during the months of April through June 2019

When this data is analyzed it will be included in a written manuscript that will be submitted to a peer reviewed publication. The manuscript will be submitted by December of 2021. This manuscript will be submitted to the NOAA Institutional Repository after acceptance, and no later than upon publication. It is understood that the manuscript shall be made publicly available by NOAA one year after publication by the journal.

These data will be managed as machine-readable .csv files, and will be accompanied by metadata in Microsoft Word files. The expected volume of data is between 8-10MB. After publication of the manuscript, this data could be made available by contacting Abigail Archer at aarcher@barnstablecounty.org or 508-375-6702

The Woods Hole Sea Grant Extension Program has experience making data available to the public via the Cape Cod Cooperative Extension website. Examples include the water quality monitoring program, which has summarized data available from 2004-2017 at <https://www.capecodextension.org/marine/waterquality/> and the shellfish habitat assessment program which has summarized data available from 2003-2016 at <https://www.capecodextension.org/marine/shellfishhabitat/>. Raw data files are made available in response to requests.

Appendix A
EFFORT Closeout Document

Next 1 attached pages



WOODS HOLE OCEANOGRAPHIC INSTITUTION

Effort Release of Claims

Effort number _____

Prime Award Number: _____

Collaborator: _____

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

Section 1 - Financial

There are NO outstanding claims against this effort. *(No further claims will be honored after this box has been checked and the form signed and returned.)*

Only the amount of \$_____ **included in the final claims voucher/invoice** is due. When the final claims voucher/invoice is paid by WHOI there will be no further claims against this effort.

Section 2 - Patents

There are no inventions to be reported under this effort.

Listed below are all inventions required to be reported under this effort.

Name of Inventor:

Title(s) of Invention:

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

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

Section 3 - Federal Government Equipment

There is neither government furnished equipment nor equipment purchased with money from this effort to be reported under this Subaward. *(Please review subaward terms & conditions.)*

All government furnished equipment and reportable equipment purchased with money from this effort have been delivered to the government or are awaiting disposition instructions.

Signature

Date

Typed/Printed Name and Title

AGENDA ITEM 8f

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 20, 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. 774651, Lot 264, Plan 27224-A, Sh3, Certificate of Title No. 154240; Document No. 876543, Land Plan 38555-A, Certificate of Title No. 165712; Document No. 454975, Lot 40, Plan 35622-C, Certificate of Title No. 113869; Document No. 1239440, Lots 69 & 70, Plan 18327-A, Certificate of Title No. 202560; Document No. 905850, Lots 36, Plan 33984-A, Sh 3, Certificate of Title No. 168219; Registry District of the Land Court and;
- Book 24217, Page 334; Book 28129, Page 68; Book 27917, Page 298; Book 18330, Page 262; 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