

AGENDA PACKET

01/02/20 REGULAR MEETING



BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

COMMISSIONERS
RONALD R. BEATY, Barnstable
RONALD BERGSTROM, Chatham
MARY PAT HUNN, Falmouth

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: January 8, 2020

TIME: 10:00 AM

PLACE: Commissioners' Conference Room
Superior Courthouse
3195 Main Street
Barnstable, MA 02630

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of December 18, 2019
6. Fiscal Year 2021 County Budget Presentations
 - a. Fiscal Year 2021 Budget Overview
 - b. Fiscal Year 2021 Five-Year Capital Plan
 - c. Board of Regional Commissioners' Office
 - d. Assembly of Delegates
 - e. Finance Department
 - f. Resource Development Office and AmeriCorps Cape Cod
 - g. Cape Cod Center for Public Safety Training
7. General Business
 - a. Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay

Note: For all items under General Business, the Board may take official action including votes

8. New Business – Other business not reasonably anticipated by the Chair
9. Commissioners' Actions
 - a. Authorizing filling of a vacancy for a full-time Extension Educator/Youth Coordinator Position in the Cape Cod Cooperative Extension as recommended by the County Review Committee
 - b. Authorizing the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019
 - c. Authorizing fee increases for County Water Quality Laboratory analysis
 - d. Authorizing the execution of an amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31, 2021
 - e. Authorizing a request to the Nantucket County Commissioners to authorize Barnstable County to include Nantucket County in the Invitation for Bids for Trade Contractors on an annual basis pursuant to Section 1-5 of the Barnstable County Home Rule Charter
 - f. Authorizing the approval of Brown, Lindquist, Fenuccio & Raber Architects, Inc. as the finalist recommendation of the Proposal Evaluation Committee, for the County issued Request for Qualifications for the Barnstable County Farmhouse Expansion (#7893), and delegation of authority to the Committee to negotiate and recommend a contract with the successful bidder, pursuant to the County Designer Selection Procedures
 - g. Authorizing the discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 1224064
 - h. Authorizing the execution of an Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich (Forestdale)
 - i. Authorizing the execution of Certificates for Dissolving Septic Betterments

10. Commissioners' Reports
11. County Administrator and Staff Reports
12. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at jmarczak@barnstablecounty.org or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



DOCUMENT LIST

Agenda Item 5a:

- Draft Minutes of the Board of Regional Commissioners Regular Meeting of December 18, 2019

Agenda Item 6b:

- Fiscal Year 2021 Five-Year Capital Plan

Agenda Item 7a:

- Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay

Agenda Item 9a:

- Barnstable County Job Description for a Youth Extension Educator in the Cape Cod Cooperative Extension

Agenda Item 9b:

- Reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019

Agenda Item 9c:

- Memorandum to Jack Yunits, Administrator, County of Barnstable, from Sean M. O'Brien, Director, Barnstable County Department of Health and Environment, regarding "Request for reevaluation of Barnstable County Laboratory Fees", dated December 23, 2019

Agenda Item 9d:

- Amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31, 2021

- Agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31, 2021

Agenda Item 9e:

- Draft Correspondence dated January 8, 2020 to Jason Bridges, Chair, Nantucket County Commissioners, regarding "Participation in Barnstable County Bids" from Ronald Bergstrom, Chairman of the Barnstable County Board of Regional Commissioners

Agenda Item 9f:

- Memorandum dated January 3, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "General Approval - #7893 RFQ: Designer Services for the Barnstable County Farmhouse Expansion"

Agenda Item 9g:

- Discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 122

Agenda Item 9h:

- Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of December 18, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the Commissioners' Conference Room, in the Superior Courthouse, on the second day of January, A.D. 2020

Barnstable County Commissioners:

Ronald R. Beaty	Present
Ronald Bergstrom	Present
Mary Pat Flynn	Present

Barnstable County Assembly of Delegates

John Ohman	Delegate, Town of Dennis
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Staff Present:

Jack Yunits	County Administrator
Owen Fletcher	Executive Assistant, Administration
Sean O'Brien	Director, Health and Environment
Ian Roberts	Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

Chairman Bergstrom asked for a moment of silence to support all members of the United States armed forces serving both at home and abroad.

4. Reorganization of the Board of Regional Commissioners

a. Election of Officers

Nomination by Commissioner Flynn of Commissioner Bergstrom to serve as Chair of the Barnstable County Regional Board of Commissioners for a term through January 3, 2021, 2nd by Commissioner Beaty, approved 3-0-0

Nomination by Commissioner Bergstrom of Commissioner Flynn to serve as Vice-Chair of the Barnstable County Regional Board of Commissioners for a term through January 3, 2021, 2nd by Commissioner Beaty, approved 3-0-0

b. Appointment of Commissioners to Committees

Motion by Commissioner Beaty to appoint Commissioners to County boards, committees and other bodies from January 2, 2020 through January 3, 2021, or until a successor is appointed and sworn in as necessary, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Beaty requested one change from the Board's list of appointees from the previous calendar year. He asked the Board to appoint him to the Cape & Vineyard Electric Cooperative, while moving Chairman Bergstrom from that body to the Barnstable County Economic Development Council to replace him.

5. Public Comment

No members of the public offered comment.

6. Approval of Minutes**a. Regular Meeting of December 18, 2019**

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of December 18, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

7. General Business**a. Letter to the Massachusetts Legislature Joint Committee on Ways and Means, from the Barnstable County Board of Regional Commissioners, in support of House Bill 3929, An Act relative to the unfunded pension liability for retired sheriff's department employees in Barnstable County**

Motion by Commissioner Beaty to authorize a letter to the Massachusetts Legislature Joint Committee on Ways and Means, from the Barnstable County Board of Regional Commissioners, in support of House Bill 3929, An Act relative to the unfunded pension liability for retired sheriff's department employees in Barnstable County, as presented, 2nd by Commissioner Flynn, approved 3-

Mr. Yunits explained the procedural history of the current legislation to the Board. He noted he expected the bill to move in the current legislative session.

b. Board of Regional Commissioners Fiscal Year 2021 Budget Schedule

Motion by Commissioner Beaty to approve the Board of Regional Commissioners' Fiscal Year 2021 Budget Schedule, as presented, 2nd by Commissioner Flynn, approved 3-0-0

c. Fiscal Year 2021 Five-Year Capital Plan**d. Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to**

Mr. Yunits spoke to the Board. He noted that staff requested Items 7c and 7d be placed on the agenda to begin their approval process and give the Board enough time to deliberate on them.

8. New Business – Other business not reasonably anticipated by the Chair

There was no other business not reasonably anticipated by the Chair.

9. Commissioners' Actions

- a. Authorizing the appointment of Jeffrey Ribeiro as the Town of Truro's Representative to the Barnstable County HOME Consortium Advisory Council for a term through January 31, 2022**

Motion by Commissioner Beaty to authorize the appointment of Jeffrey Ribeiro as the Town of Truro's Representative to the Barnstable County HOME Consortium Advisory Council for a term through January 31, 2022, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- b. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$192,999.00, to provide technical assistance to Cape Cod towns consistent with the Commonwealth's guidelines, for a period through December 31, 2020**

Motion by Commissioner to authorize the execution of an agreement, for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$192,999.00, to provide technical assistance to Cape Cod towns consistent with the Commonwealth's guidelines, for a period through December 31, 2020, as presented, 2nd by Commissioner, approved 3-0-0

- c. Authorizing the execution of a contract with Aquacultural Research Corporation, to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand**

Motion by Commissioner Beaty to authorize the execution of a contract with Aquacultural Research Corporation, to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand, as presented, 2nd by Commissioner

- d. Authorizing the execution of a contract with Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County**

Motion by Commissioner Beaty to authorize the execution of a contract with Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- e. Authorizing the execution of a contract with Vanguard Modular Building Systems, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department**

Motion by Commissioner Beaty to authorize the execution of a contract with Vanguard Modular Building Systems, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained that Items 8c through 8e were contracts for bid awards the Board previously approved. Mr. O'Brien and Mr. Yunits answered questions from the Board about the Mobile Lab the County would acquire.

- f. Authorizing the discharge of a mortgage by Autumn L. Banks, acting by and through the Cape Cod Commission, to Barnstable County, dated September 20, 2012, and recorded with the Barnstable Registry of Deeds in Book 26689, Page 301**

Motion by Commissioner Beaty to authorize the discharge of a mortgage by Autumn L. Banks, acting by and through the Cape Cod Commission, to Barnstable County, dated September 20, 2012, and recorded with the Barnstable Registry of Deeds in Book 26689, Page 301, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- g. Authorizing the discharge of a mortgage by Michael T. and Tatiana K. Malone, acting by and through the Cape Cod Commission, to Barnstable County, dated September 15, 2003, and recorded with the Barnstable County Land Court Registry as Document Number 939812**

Motion by Commissioner to authorize the discharge of a mortgage by Michael T. and Tatiana K. Malone, acting by and through the Cape Cod Commission, to Barnstable County, dated September 15, 2003, and recorded with the Barnstable County Land Court Registry as Document Number 939812, as presented, 2nd by Commissioner , approved 3-0-0

- h. Authorizing the execution of Certificates for Dissolving Septic Betterments**

Motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0

10. Commissioners' Reports

No Board members offered reports at this meeting

11. County Administrator and Staff Reports

Mr. Yunits spoke regarding electronic signatures and a video prepared by the County's Communications Team. He noted the publicity the County has recently received and a County column that would soon appear in Cape Cod Today. The Board also requested to receive a presentation at an upcoming meeting from staff regarding an amended County Dredge Schedule. Mr. Yunits detailed how the impact of high winds had altered the end date of certain projects. He also spoke about the need for repairs on the power generator for one of the individual dredges.

12. Adjournment

Barnstable, ss. at 10:25 A.M. on this second day of January A.D. 2020, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents

- Appointment of Commissioners to Committees for Calendar Year 2019
- Draft Minutes of the Board of Regional Commissioners Regular Meeting of December 11, 2019
- Letter to the Massachusetts Legislature Joint Committee on Ways and Means, from the Barnstable County Board of Regional Commissioners, in support of House Bill 3929, An Act relative to the unfunded pension liability for retired sheriff's department employees in Barnstable County
- Memorandum dated December 30, 2019 to all Barnstable County Department Heads from Elizabeth Braccia regarding "FY2021 Budget Presentation"
- Fiscal Year 2021 Five-Year Capital Plan
- Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay
- Memorandum to the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Advisory Council, Appointment of Jeffrey Ribeiro as Truro Representative", dated December 19, 2019
- Letter dated December 10, 2019 to Renie Hamman, HOME Program Manager, regarding "Truro Representative to the Barnstable County HOME Consortium", from Jan Worthington, Chair, Select Board, Town of Truro
- Agreement, for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$192,999.00, to provide technical assistance to Cape Cod towns consistent with the Commonwealth's guidelines, for a period through
- Contract with Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County
- Contract award to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- Contract with Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County
- Contract award to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020

- Contract with Vanguard Modular Building Systems, in the amount of \$123,390.00, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department
- Discharge of a mortgage by Autumn L. Banks, acting by and through the Cape Cod Commission, to Barnstable County, dated September 20, 2012, and recorded with the Barnstable Registry of Deeds in Book 26689, Page 301
- Discharge of a mortgage by Michael T. and Tatiana K. Malone, acting by and through the Cape Cod Commission, to Barnstable County, dated September 15, 2003, and recorded with the Barnstable County Land Court Registry as Document Number 939812
- Memorandum dated December 16, 2019 to the Board of Regional Commissioners from Community Septic Loan Program regarding Certificates for Dissolving Betterments

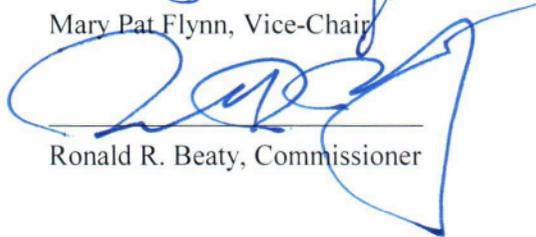
Approved, Board of Regional Commissioners



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

A true copy, attest:

The foregoing records have been read and approved, January *8th*, 2020.

A true copy, attest:



Janice O'Connell, Regional Clerk



AGENDA ITEM 6b

Fiscal Year 2021 Five-Year Capital Plan

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to approve the Board of Regional Commissioners' Fiscal Year 2021 Five-Year Capital Plan, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



DEPARTMENT	TOTAL PROJECT COSTS	PRIOR YEARS	PROPOSED					FUNDING SOURCE	SOURCE CODE	
			FY2021	FY2022	FY2023	FY2024	FY2025			
Cape Cod Commission										
Planimetrics	395,000		395,000	0	0	0	0	0	Grants; Town Reimb	GR/Towns
Real Estate Commission										
Exploring New Office Building	100,000		100,000	0	0	0	0	0	Borrowing	Borrow
Dredge										
New Dredge	2,000,000	2,000,000	0	0	0	0	0	0	Multi Purpose Bond 2017	Borrow
New Dredge	1,300,000	1,300,000	0	0	0	0	0	0	Short Term BAN	Borrow
Replace Pickup Truck (2)	70,000	0	70,000	0	0	0	0	0	Dredge Reserves	Reserves
Facilities										
First District Roof Replacement	80,000	80,000							Reimbursement 97%	Reimb
First District Electrical Improvements	45,000	45,000							Reimbursement 97%	Reimb
First District - Chiller Replacement	250,000			250,000					Reimbursement 97%	Reimb
Registry of Deeds AC Unit Replacement	30,000	30,000							Reimbursement 40%	Reimb
Registry of Deeds - A/C Improvements	80,000		80,000						Reimbursement 40%	Reimb
Registry of Deeds - Exterior Renovations	225,000				225,000				Reimbursement 40%	Reimb
Farm Facility - Addition/Renov	1,400,000	600,000	800,000						Borrowing	Borrow
Second District HVAC replacement	1,325,000	200,000	750,000	200,000	175,000				Reimbursement 100%	Reimb
Second District Roof Replacement	170,000	170,000							Reimbursement 100%	Reimb
Superior Court House Roof Replacement	360,000	360,000							Reimbursement 74%	Reimb
Superior Court House Ext Renovations	210,000	210,000							Reimbursement 74%	Reimb
Superior Courthouse - Repair Ancient Wall	75,000	75,000							Reimbursement 74%	Reimb
Paving & new drains at County Complex	710,000	710,000							Reimbursement 76%	Reimb
County Complex - Emergency Circuit Upgrade	50,000		50,000						Reimbursement 76%	Reimb

DEPARTMENT	TOTAL PROJECT COSTS	PRIOR YEARS	PROPOSED FY2021	PROPOSED FY2022	PROPOSED FY2023	PROPOSED FY2024	PROPOSED FY2025	FUNDING SOURCE	SOURCE CODE
County Complex - Vehicle Replacement	42,000					42,000		Reimbursement 76%	Reimb
White House/RDO - Roof Replacement	120,000					120,000		Borrowing	Borrow
White House/RDO - Exterior Entrance Upgrade	100,000						100,000	Borrowing	Borrow
Children's Cove - Addition Planning/Design	175,000		50,000	125,000				Borrowing	Borrow
Health Administration - Heating System (former HOC)	475,000				75,000	400,000		Borrowing	Borrow
Health Administration (Former HOC) - Building Renovations	150,000	150,000						Borrowing	Borrow
Health Department									
Lab Equipment Replace/Upgrade	188,000	188,000	150,000					Borrowing	Borrow
Replace and Upgrade GC/MS	150,000		150,000					Borrowing	Borrow
Replace and Upgrade Fume Hood	45,000		45,000					Borrowing	Borrow
Purchase GC/MS for 1,4 Dioxane Analysis	150,000			150,000				Borrowing	Borrow
Purchase of ICP OES/ for metals analysis, replaces an old atomic adsorbition spec.	180,000				180,000			Borrowing	Borrow
Purchase and Upgrade LCM/SMS with Solid Phase Extraction Unit	300,000					300,000		Borrowing	Borrow
Replace and Upgrade GC/MS	150,000						150,000	Borrowing	Borrow
Vehicles									
Purchase Ford F150 Hybrid 4WD or similar,replace - 2012 Ford F250 for landfill	40,000		40,000					Borrowing	Borrow
Purchase Ford F150 Hybrid 4WD or similar,replace - 2007 Ford Explorer for Emergency Mgt.	40,000			40,000				Borrowing	Borrow
Purchase 4WD SUV,replace 2014 Ford Explor	45,000					45,000		Borrowing	Borrow

DEPARTMENT	TOTAL PROJECT COSTS	PRIOR YEARS	PROPOSED FY2021	PROPOSED FY2022	PROPOSED FY2023	PROPOSED FY2024	PROPOSED FY2025	FUNDING SOURCE	SOURCE CODE
Public Safety Training Academy									
JBCC - Public Safety Facility Design	80,000		80,000					Borrowing	Borrow
Steel / Metal-Framed Bldg for apparat storage	150,000			150,000				Borrowing	Borrow
Multi-discipline public safety training facility	5,000,000				5,000,000			Borrowing	Borrow
CCCPST Department Vehicle / 4WD SUV	45,000			45,000				Borrowing	Borrow
	16,500,000	6,118,000	2,610,000	960,000	5,655,000	907,000	250,000		

Funding Sources	Amount
Borrowing	1,325,000
Grants: Town Reimb	395,000
Dredge Reserves	70,000
Reimbursements	820,000
Total Capital	2,610,000

AGENDA ITEM 7a

Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay

BARNSTABLE COUNTY BOARD OF COMMISSIONERS

In the Year Two Thousand Twenty

Proposed Ordinance 20-XX

To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, therefore;

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

The Board of Commissioners is hereby authorized to purchase capital equipment, and implement capital improvements for use in conducting the business of the County as follows:

Section 1.

- a. To make available to Cape Cod Commission to perform a Planimetrics update that will gather geospatial data.

Item	Cost	Finance Account Number
Planimetrics Update	\$ 395,000	30210105.5840

- b. Implement the following capital request for the Real Estate Commission for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Plan for Exploring New Office Building	\$ 100,000	30211000.5820

- c. Implement the following capital request for the Enterprise Dredge Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Purchase of (2) Pickup Trucks	\$ 70,000	30210250.5870

- d. Make certain Courthouse capital improvements and upgrades and purchase the following equipment for Facilities for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Registry of Deeds A/C Unit Replacement	\$ 80,000	30210205.5840
Second District HVAC Replacement	\$ 750,000	30210202.5840
Cnty Complex - Emergency Circuit Upgrade	\$ 50,000	30210202.5841
Total Facilities	\$ 880,000	

- e. Implement the following capital improvements and purchase the following equipment for the Cooperative Extension Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Farm Facility - Addition/Renov	\$ 800,000	30210230.5890

- f. Implement the following capital improvements and purchase the following equipment for the Children's Cove Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Children's Cove - Addition Planning/Design	\$ 50,000	30210320.5840

- g. Implement the following capital improvements and purchase the following equipment for the Health Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Replace and Upgrade GC/MS	\$ 150,000	30210302.5870
Replace and Upgrade Fume Hood	\$ 45,000	30210302.5840
Replace 4WD Pickup With Hybrid 4WD	\$ 40,000	30210301.5870
Total Health	\$ 235,000	

- h. Implement the following capital improvements and purchase the following equipment for the Public Safety Training Academy for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
JBCC - Public Safety Facility Design	\$ 80,000	30210460.5890

The total cost of equipment, improvements and projects equals (=) \$2,610,000.

Approved by the Board of County Commissioners 01/08/18 (date), at 10:00AM (time).


 Ronald Bergstrom, Chairman


 Mary Pat Flynn, Vice-Chair


 Ronald R. Beaty, Commissioner

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, pursuant to Sections 2 - 8(e) and 5 - 4(b) of the Barnstable County Home Rule Charter, at the next regular or special meeting of the Assembly of Delegates, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9a

Authorizing filling of a vacancy for a full-time Extension Educator/Youth Coordinator Position in the Cape Cod Cooperative Extension as recommended by the County Review Committee

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize filling of a vacancy for a full-time Extension Educator/Youth Coordinator Position in the Cape Cod Cooperative Extension as recommended by the County Review Committee, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk





BARNSTABLE COUNTY JOB DESCRIPTION

Title: Youth Extension Educator	Classification: Barnstable County
Department: Cape Cod Cooperative Extension	Grade: SPT-4
Reports to: Director	FLSA Status: Non-Exempt
Effective Date: January 2020	Union Status: Non-represented

Summary

Professional, technical, and educational work relating to operating youth programs and management of complex volunteer systems to provide direct service to youth; plan and implement county and regional 4-H programs; all other related work as required.

Supervision

Works under the administrative direction of the Director of Cape Cod Cooperative Extension.

Responsible for volunteer recruitment, orientation and retention, and for the oversight of contractors and volunteers who provide direct service to youth.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Develops, maintains, and operates youth programs for Cape Cod Cooperative Extension.

Manages a complex system of volunteers in Barnstable County. Continuously recruits new volunteers and organizes new 4-H clubs while managing and maintaining existing clubs.

Responsible for all risk management policies and procedures and submission of required reports, including CORI's, volunteer application process, references, health, permission and liability and codes of conduct.

Addresses and resolves youth, volunteer and parental issues and any other critical situations that arise and submits required reports and documentation adhering to organizational standards.

Provides leadership and management of volunteer boards and councils and clubs charged with implementing 4-H activities, including fundraising, to support the 4-H program. Ensures that all volunteer groups submit required reports and adhere to organizational policies and protocol.

Promotes the 4-H program and collaborates with a variety of partners for program delivery. Develops program materials, flyers and other materials to manage regional marketing efforts. Participates in needs assessment and works with State 4-H Program Leader to facilitate the conception, development and implementation of major projects involving volunteer management and youth development programs. Represents the Massachusetts 4-H program at county and state levels in matters of policy and procedure.

Manages regional budget development and dispersal of program funds. Collaborates with the Massachusetts 4-H Foundation for continued support and the additional resources provided to the 4-H



BARNSTABLE COUNTY JOB DESCRIPTION

Program.

Works to ensure that all programs are conducted in compliance with federal, state, county and University of Massachusetts policies.

Performs similar or related work as required, directed or the situation dictates.

Recommended Minimum Qualifications

Education and Experience

Bachelor of Science degree required in youth development, psychology, education, communication or related field. Three years of professional work experience in a youth related organization that includes working directly with youth; prior supervisory experience or equivalent combination of education and experience.

Knowledge Risk management policies and procedures, youth programming, volunteer recruitment and management practices. Must be able to operate Microsoft Office programs including Outlook, Word, Excel as well as navigate and manage volunteer databases.

Ability: Ability to work independently, creatively and decisively, ability to set priorities for individual and collective actions and to operate effectively within a complex and fast-paced office environment. Ability to teach and present before audiences and/or conduct and deliver presentations to a variety of audiences required.

Skill: Excellent communication and interpersonal skills. Ability to interact effectively and work productively in establishing and maintaining harmonious working relationship with a diverse population of volunteers. Must organize and teach youth development and life skills workshops and training sessions for volunteers, youth, and collaborators. Strong public speaking and civic leadership skills.

Required Licensing/Certification: A valid U.S. Driver's License

Job Environment

Work is performed both in an office setting and in the field. Field work may be required up to half of the work week and will include meetings and events that occur throughout the county and occasionally across the state. Must be able to work variable schedule including frequent night and weekend work for operating and maintaining youth programs.

Occasional work with and around livestock and domestic animals required.

Operates computers, standard office machines, automobiles, and hand tools. Required to use and manage online technology to advertise and communicate programs and program service delivery.

Makes frequent contact with the general public especially youth and parents in person, by email, and by phone. Errors could potentially endanger youth. Must serve as a mandated reporter of abuse including mandatory reporting requirements to law enforcement and the Department of Social Services.



BARNSTABLE COUNTY JOB DESCRIPTION

Must operate with a high degree of accuracy, integrity, and sound professional judgement. Must be able to utilize and manage sensitive and confidential volunteer screening information including youth and volunteer health and safety records.

Physical Requirements

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical effort required to perform most field work duties including ability to drive to different locations and lift up to 30 pounds when moving exhibits and supplies used in educational programs. Must be able to operate audio visual equipment, when needed. Frequently required to sit, talk and listen with approximately half time spent in the office and half time devoted to meetings, technical assistance and teaching.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Equal Opportunity/Americans with Disabilities Act Employer

AGENDA ITEM 9b

Authorizing the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019



EMPLOYEE/ELECTED OFFICIAL EXPENSE REIMBURSEMENT FORM

IN-STATE TRAVEL

revised 2019 version: effective 9/1/2019

IN-STATE TRAVEL

Expenses incurred in traveling in performance of official duties.

Date	Starting Address	Ending Address	Round trip (Y or N)	0.58 per mile 2019 GSA allowance		Misc.	Transp/ Parking	Hotel	\$43.06/day max for in-state MEALS			TOTAL
				# of Miles traveled	Amount				Breakfast 7.89	Lunch 13.34	Dinner 21.83	
10/1/19	Barnstable	Yarmouth	Y	14	8.12	nilo guide						8.12
10/1/19	Barnstable	Dennis	Y	14	8.12	nilo guide						8.12
10/3/19	Barnstable	Hyannis	Y	9	5.22							5.22
10/4/19	Barnstable	Chatham	Y	44	25.52	nilo guide						25.52
10/10/19	Barnstable	Hyannis	Y	10	5.80							5.80
10/11/19	Barnstable	Falmouth	N	22	12.76							12.76
10/11/19	Falmouth (Seacrest Hot	Falmouth WBNERR	N	9	5.22							5.22
10/11/19	Falmouth	Barnstable	N	16	9.28							9.28
10/16/19	Dennis	Bourne	Y	52	30.16	nilo guide						30.16
10/18/19	Barnstable	Barnstable	Y	7	4.06							4.06
10/21/19	Barnstable	Chatham	N	22	12.76	nilo guide						12.76
10/21/19	Chatham	Wellfleet	N	22	12.76	nilo guide						12.76
10/21/19	Wellfleet	Barnstable	N	32	18.56	nilo guide						18.56
10/22/19	Barnstable	Yarmouth	Y	10	5.80							5.80
10/23/19	Barnstable	Boston	Y	141	81.78							119.78
10/24/19	Barnstable	Eastham	Y	46	26.68	nilo guide			38.00			26.68
10/29/19	Barnstable	Mashpee	Y	24	13.92	nilo guide						13.92
In-State Total Expenses:											324.52	

I certify that the foregoing is a true statement of the actual and proper cost of transportation and other necessary expenses incurred in the performance of official duties, and that I have paid the same:

24652

Vendor #

Kristy Senatori

Printed Name of Employee or Official

Signature of Employee requesting reimbursement

Ron Bergstrom,

Mary Pat Flynn

Ron Beary

Cape Cod Commission

Department

Date

1/2/20

Date

01/08/20

ALLOCATION OF CHARGES	
ACCOUNT NUMBER	AMOUNT
0105002-5282	324.52
0105002-5281	277.80
TOTAL EXPENSES	602.32



EMPLOYEE/ELECTED OFFICIAL EXPENSE REIMBURSEMENT FORM

revised 2019 version: effective 9/1/2019

Please do not use vague and general terms such as "errands", "meeting", "site visit" or the use of acronyms (unless an attached document, i.e. conference agenda, provides the full name).

Date	Description explaining the purpose for the travel or purchase
10/1/19	Cape Cod Climate Change Collaborative monthly meeting at CLC
10/1/19	APCC Annual Meeting, Art Museum
10/3/19	Hyannis TDI Partnership Meeting, Hyannis Transportation Center
10/4/19	Chatham - OneCape site visit
10/10/19	Net Zero Conference
10/11/19	Cape Cod Selectman & Councilor's Association Meeting (Seacrest Resort)
10/11/19	Southeast New England Program Press Event (Waquoit Bay)
10/16/19	Army Corps Canal Study Public Meeting (evening meeting)
10/18/19	Wastewater Taskforce Meeting
10/21/19	Climate Action Meeting-Lower Cape (Chatham Community Center)
10/21/19	Climate Action Meeting - Outer Cape (Wellfleet Council on Aging)
10/22/19	Climate Action Meeting - Mid Cape (Cape Cod & Islands Association of Realtors)
10/23/19	Planning Grant Meeting at Executive Office of Energy & Environmental Affairs
10/24/19	CDP Board Meeting
10/29/19	Climate Action Meeting- Upper Cape (Mashpee Library)
10/8/19	Providence Resiliency Partnership meeting
10/25/19	EPA and SNEP Forum : "Tomorrow Starts Today: Acting Now for a Resilient Southeast Coastal New England"
10/28/19	SNEP Technical Assistance Network kick-off meeting

The Official Barnstable County Reimbursement Form and Reimbursement Policy & Procedures Manual are available on the Employee Intranet at: <https://barnstablecounty.sharepoint.com/dept/finance/SitePages/Welcome.aspx>



3225 Main St, Barnstable, MA 02630 to Hyannis Transportation Center

Drive 4.4 miles, 15 min

10/3/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- ↑ 1. Head southwest toward Main St 38 s (456 ft)
- ↘ 2. Turn right toward Main St 190 ft
- ↘ 2. Turn right toward Main St 266 ft

Take Hyannis-Barnstable Rd and Phinneys Ln to Kidd's Hill Rd

- ↘ 3. Turn right onto Main St 3 min (1.2 mi)
- ↘ 4. Turn right onto Hyannis-Barnstable Rd 0.2 mi
- ↑ 5. Continue onto Phinneys Ln 0.5 mi
- ↑ 5. Continue onto Phinneys Ln 0.5 mi
- ↙ 6. Turn left onto Kidd's Hill Rd 2 min (0.8 mi)

Take Iyannough Rd to Center St

- ↘ 7. Turn right onto Independence Dr 6 min (2.0 mi)
- ↙ 8. Turn left onto Iyannough Rd 0.6 mi
- ⓘ Pass by IHOP (on the left) 0.8 mi
- ⦿ 9. At the traffic circle, take the 3rd exit onto Barnstable Rd 0.6 mi

Continue on Center St. Drive to Transportation Ave

- ↙ 10. Turn left onto Center St 2 min (0.3 mi)
- ↙ 10. Turn left onto Center St 0.2 mi

↩ 11. Turn left onto Transportation Ave

📍 Destination will be on the right

449 ft

Hyannis Transportation Center

215 Iyannough Rd, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main Street, Barnstable, MA to Resort and Conference Center at Hyannis

Drive 4.9 miles, 14 min

10/10/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- ↑ 1. Head southwest toward Main St 36 s (456 ft)
- ↘ 2. Turn right toward Main St 190 ft
- ↘ 2. Turn right toward Main St 266 ft

Take Pinneys Ln and Pitchers Way to Scudder Ave

- ↘ 3. Turn right onto Main St 12 min (4.8 mi)
- ↘ 4. Turn right onto Hyannis-Barnstable Rd 0.2 mi
- ↑ 5. Continue onto Pinneys Ln 0.5 mi
- ↙ 6. Turn left onto Iyannough Rd 1.3 mi
- ↗ 7. Slight right onto Bearses Way 0.2 mi
- ↗ 8. Slight right onto Pitchers Way 0.1 mi
- 📍 Pass by Jiffy Lube (on the right) 1.8 mi
- ↙ 9. Turn left onto W Main St 0.4 mi
- 📍 Pass by Papa John's Pizza (on the right)
- 📍 At the traffic circle, take the 1st exit onto Scudder Ave 0.1 mi

Resort and Conference Center at Hyannis

35 Scudder Ave, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main Street, Barnstable, MA to 3225 Main Street, Barnstable, MA

Drive 46.7 miles, 1 h 30 min

10/11/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- 36 s (456 ft)
- ↑ 1. Head southwest toward Main St
- 190 ft
- ↗ 2. Turn right toward Main St
- 266 ft

Continue on Main St. Take MA-28 N/Falmouth Rd and MA-151 W to Quaker Rd in Falmouth

- 40 min (21.7 mi)
- ↙ 3. Turn left onto Main St
- 2.4 mi
- ↙ 4. Turn left onto Iyannough Rd
- 187 ft
- ↗ 5. Turn right onto Oak St
- 1.9 mi
- ↗ 6. Slight right onto Old Stage Rd
- 0.2 mi
- ↙ 7. Turn left onto Old Falmouth Rd
- 0.9 mi
- ↙ 8. Turn left onto Osterville West Barnstable Rd
- 1.1 mi
- ↗ 9. Turn right onto MA-28 N/Falmouth Rd
- 5.6 mi
- 🌀 10. At the traffic circle, take the 2nd exit onto MA-151 W
- 7.1 mi
- ↙ 11. Turn left onto MA-28A S
- 1.0 mi
- ↗ 12. Turn right onto Curley Blvd
- 0.7 mi
- ⤴ 13. Merge onto Quaker Rd
- 0.7 mi

41 min (21.8 mi)

Sea Crest Beach Hotel

350 Quaker Rd, North Falmouth, MA 02556

Take MA-28A S and Thomas B Landers Rd to Carriage Shop Rd

14 min (8.0 mi)

- ↑ 14. Head northeast on Quaker Rd toward Shaume Rd
0.7 mi
- ↗ 15. Keep right to continue on Curley Blvd
0.7 mi
- ↗ 16. Turn right onto MA-28A S
1.1 mi
- ↶ 17. Turn left onto Thomas Landers Rd
0.2 mi
- ↑ 18. Continue onto Thomas B Landers Rd
2.6 mi
- ↶ 19. Slight left to stay on Thomas B Landers Rd
0.3 mi
- ↶ 20. Turn left onto Sandwich Rd
0.3 mi
- ↗ 21. Turn right onto Carriage Shop Rd
2.1 mi

Take Cross Rd to MA-28 N

2 min (0.7 mi)

- ↶ 22. Slight left to stay on Carriage Shop Rd
0.1 mi
 - ↗ 23. Slight right onto Cross Rd
0.4 mi
 - ↶ 24. Slight left onto Barrows Rd
0.2 mi
 - ↗ 25. Turn right onto MA-28 N
22 s (0.2 mi)
 - ↶ 26. Turn left
 - ⓘ Destination will be on the left
- 53 s (440 ft)

17 min (9.0 mi)

Waquoit Bay National Estuarine Research Reserve

131 Waquoit Hwy, East Falmouth, MA 02536

Continue to Mashpee

- 7 min (3.5 mi)
- ↑ 27. Head northwest toward MA-28 N
- 440 ft
- ↗ 28. Turn right onto MA-28 S
- 3.4 mi
- 📍 29. At the traffic circle, take the 2nd exit onto MA-28 S/Falmouth Rd
- 16 min (8.4 mi)

Continue on Phinneys Ln to your destination

- 9 min (4.0 mi)
- ↙ 30. Slight left onto Phinneys Ln
- 3.3 mi
- ↑ 31. Continue onto Hyannis-Barnstable Rd
- 0.5 mi
- ↙ 32. Turn left onto Main St
- 0.1 mi
- ↙ 33. Turn left
- 200 ft
- ↗ 34. Turn right
- 📍 Destination will be on the right
- 295 ft

32 min (15.9 mi)

3225 Main St

Barnstable, MA 02630

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main Street, Barnstable, MA to Cape Cod Chamber of Commerce

Drive 3.5 miles, 9 min

10/18/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- ↑ 1. Head southwest toward Main St 36 s (456 ft)
- ↘ 2. Turn right toward Main St 190 ft
- ↘ 2. Turn right toward Main St 266 ft

Take Phinneys Ln and Attucks Ln/Old Rte 132 St to Patti Page Way

- ↘ 3. Turn right onto Main St 8 min (3.3 mi)
- ↘ 4. Turn right onto Hyannis-Barnstable Rd 0.2 mi
- ↑ 5. Continue onto Phinneys Ln 0.5 mi
- ↘ 6. Turn right onto Attucks Ln/Old Rte 132 St 1.2 mi
- ↘ 7. Use the middle lane to turn right onto Iyannough Rd 0.6 mi
- ↙ 8. Turn left onto Shootflying Hill Rd 0.4 mi
- ↘ 9. Turn right onto Patti Page Way 0.5 mi
- 📍 Destination will be on the right
- 28 s (341 ft)

Cape Cod Chamber of Commerce

5 Patti Page Way, Centerville, MA 02632

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main Street, Barnstable, MA to Cape Cod & Island Association-Realtor

Drive 4.9 miles, 12 min

10/22/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- ↑ 1. Head southwest toward Main St 36 s (456 ft)
- ↘ 2. Turn right toward Main St 190 ft
- ↘ 3. Turn right onto Main St 266 ft
- ↘ 3. Turn right onto Main St 5 min (2.4 mi)

Continue on Railroad Ave to Willow St

- ↘ 4. Turn right onto Railroad Ave 44 s (0.3 mi)
- ↙ 5. Railroad Ave turns left and becomes Cross St 0.2 mi
- ↙ 5. Railroad Ave turns left and becomes Cross St 443 ft

Follow Willow St and Higgins Crowell Rd to Mid-Tech Dr

- ↘ 6. Turn right onto Willow St 4 min (2.1 mi)
- ↙ 7. Turn left onto Higgins Crowell Rd 1.3 mi
- ⦿ 8. At the traffic circle, take the 1st exit and stay on Higgins Crowell Rd 0.5 mi
- ↙ 9. Turn left onto Mid-Tech Dr 0.3 mi
- ⓘ Destination will be on the right 8 s (200 ft)

Cape Cod & Island Association-Realtor

22 Mid-Tech Dr, West Yarmouth, MA 02673

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan



3225 Main Street, Barnstable, MA to 100
Cambridge St #900, Boston, MA 02114

Drive 70.3 miles, 1 h 21 min

10/23/19

3225 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

- | | | |
|---|----------------------------------|----------------|
| | | 8 min (3.3 mi) |
| ↑ | 1. Head southwest toward Main St | |
| | | 190 ft |
| ↗ | 2. Turn right toward Main St | |
| | | 266 ft |
| ↖ | 3. Turn left onto Main St | |
| | | 2.4 mi |
| ↖ | 4. Turn left onto Iyannough Rd | |
| | | 0.6 mi |
| ↗ | 5. Turn right | |
| | | 0.1 mi |
| ⤴ | 6. Take the ramp onto US-6 W | |
| | | 0.2 mi |

Follow US-6 W, MA-3 N and I-93 N to Cross St in Boston.

Take exit 23 from I-93 N

- | | | |
|---|---|---------------------|
| | | 1 h 8 min (66.4 mi) |
| ⤴ | 7. Merge onto US-6 W | |
| | | 13.4 mi |
| ↑ | 8. Continue onto MA-3 N | |
| | | 14.7 mi |
| ↑ | 9. Continue onto MA-3 N/US-44 | |
| | | 0.5 mi |
| ↑ | 10. Continue onto MA-3 N | |
| | | 27.0 mi |
| ↗ | 11. Use the right 2 lanes to take exit 20B to merge
onto I-93 N toward Boston | |
| | | 10.4 mi |
| ↗ | 12. Take exit 23 for Government Center toward
Quincy Market | |
| | | 0.3 mi |
| ↖ | 13. Use the middle lane to keep right at the fork and
follow signs for North End/North Station | |
| | | 141 ft |

Take Hanover St and New Chardon St to Cambridge St

5 min (0.6 mi)

↶ 14. Turn left onto Cross St

295 ft

↶ 15. Turn left at the 1st cross street onto Hanover St

0.1 mi

↷ 16. Turn right onto Congress St

397 ft

↑ 17. Continue onto Merrimac St

404 ft

↶ 18. Use the middle lane to turn left onto New Chardon St

0.2 mi

↶ 19. Turn left onto Cambridge St

📍 Destination will be on the right

299 ft

100 Cambridge St #900

Boston, MA 02114

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Standard Parking
100 Cambridge Street
Boston, MA 02114

Pay Station Number: 7
Entered: 10/23/2019 10:50
Exited: 10/23/2019 12:11
Ticket Number: 63197
Transaction Number: 46354
Rate: A
Parking Fee: \$38.00
Total Tax: \$0.00

Total Fee: \$38.00
Fee Paid: \$38.00
Master
XXXXXXXXXXXX4857
Approval Number: 03945Z

Thank you for Choosing
Standard Parking
Please come again!

Receipt

L/R #06 A Payment No. 00026204
I/D #03 Ticket No. 034118
Entry Time 10/25/2019 (Fri) 8:21
Exit Time 10/25/2019 (Fri) 12:37
Parking Time 4:16
Parking Fee Rate A \$11.00

MASTERCARD *****4857
Account #
Slip # 29813
Auth Code 000002289Z
Credit Card Amount \$11.00

Total

\$11.00

Thank You for Your Visit!
Please Come Again!

License Plate No. *****



General Information

Approval Type County Administrator

Request Type Travel Authorization

Requester

Department Cape Cod Commission

Submitted by Maria McCauley

Requester Email mmccauley@capecodcommission.org

Department Director Gail Coyne

Department Director Email gcoyne@capecodcommission.org

Vendor Information

Vendor Type County Staff Member

Vendor Kristy Senatori

Vendor Abbreviation Senatori

MUNIS Vendor ID No. 24652

Additional Identifier Providence Resiliency Partnership

Travel Information

Event Host Providence Resiliency Partnership

Event Providence Resiliency Partnership meeting

No. of Staff Members 1

Staff Member #1 Kristy Senatori

Staff Member #1 Title Executive Director

Purpose of Travel Providence Resiliency Partnership meeting

Destination Providence, RI

Conference Registration Fee(s) 0.00

Estimated Hotel Cost	0.00
Estimated Meal Costs	16.00
Estimated Transportation Cost	114.00
Total Estimated Travel Costs	130.00

Fiscal Information

Request Amount Type	County or Grant Expenditure
Grant Funded	No
No. of Accounts	1
Account No. 1	0105002-5282
Line 1 Amount (\$)	130.00
Total Needs Action Amount	130.00

Performance Period

Period Type	Single Date
Event Date	October 08, 2019

Town Services Information

Towns Serviced	Not Applicable (N/A)
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Summary of Request

Summary of Request	Out-of-state travel authorization for Kristy Senatori, Executive Director, to attend Providence Resiliency Partnership meeting on October 8, 2019 in Providence, RI.
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Documents

original signatures to follow?	No
# of signature page sets for return	1

Approvals

Approval Status	Approved
Approved By	Jack Yunits, Stephen Amara, Needs Action Request

Approval Date

October 4, 2019 3:32 PM

Comments

[Oct 4, 2019 2:59 PM] Stephen Amara APPROVED

[Oct 4, 2019 3:05 PM] Jack Yunits APPROVED

[Oct 4, 2019 3:32 PM] Needs Action Request APPROVED



3225 Main Street, Barnstable, MA to The WaterFire Arts Center

Drive 77.6 miles, 1 h 23 min

10/8/19

3225 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

8 min (3.3 mi)

- ↑ 1. Head southwest toward Main St
190 ft
- 2. Turn right toward Main St
266 ft
- ↶ 3. Turn left onto Main St
2.4 mi
- ↶ 4. Turn left onto Iyannough Rd
0.6 mi
- 5. Turn right
0.1 mi
- ⤴ 6. Take the ramp onto US-6 W
0.2 mi

Continue to Bourne. Take the US-6 W exit from US-6 W

14 min (13.7 mi)

- ⤴ 7. Merge onto US-6 W
13.4 mi
- 8. Take the US-6 W exit toward Buzzards Bay
0.2 mi

Get on MA-25 W

7 min (4.5 mi)

- ↑ 9. Continue onto US-6 W
3.6 mi
- ⦿ 10. At the traffic circle, take the 2nd exit onto the MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495
0.2 mi
- ⤴ 11. Keep left at the fork, follow signs for MA-25 W/Interstate 195/Interstate 495 and merge onto MA-25 W
0.7 mi

Take I-195 W to Orms St in Providence. Take exit 23 from I-95 N

- ▲
 12. Merge onto MA-25 W 51 min (55.0 mi)
- 8.7 mi
- ↘
 13. Take exit 1 for I-195 W toward New Bedford/Providence RI
- 1.0 mi
- ↑
 14. Continue onto I-195 W
ⓘ Entering Rhode Island
- 43.1 mi
- ↘
 15. Keep right to continue on US-6 W
- 0.4 mi
- ▲
 16. Merge onto I-95 N
- 1.5 mi
- ↘
 17. Use the right lane to take exit 23 toward US-44/State Offices
- 0.3 mi

Follow Orms St to Valley St

- 4 min (1.1 mi)
- ↘
 18. Turn right onto Orms St
- 443 ft
- ↑
 19. Continue straight to stay on Orms St
- 0.6 mi
- ↙
 20. Orms St turns slightly left and becomes Valley St
ⓘ Destination will be on the left
- 0.5 mi

The WaterFire Arts Center

475 Valley St, Providence, RI 02908

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



OUT-OF-STATE TRAVEL AUTHORIZATION

Please complete the information below:

Employee Name & Title: Kristy Senatori, Executive Director, Erin Perry, Deputy Director

Date(s) of Travel: 10/25/2019

Destination: Providence, RI

Trip Purpose:

To attend EPA's Forum: "Tomorrow Starts Today: Acting Now for a resilient Southeast Coastal New England"

Please attach conference material (ie: agendas, event schedules)

Approximate cost(s) of:

Conference Registration Fee:	\$ _____ -	Transportation:	\$ _____	115.00
Hotel:	\$ _____ -	Meals (\$38/day with receipts):	\$ _____	32.00
		Total Estimated Cost(s):	\$ _____	147.00

Approvals:

Please note: This is not an approval of expense reimbursement

Approved by:	<u></u>	<u>9/30/2019</u>
	Department Director	Date
Approved by:	<u></u>	<u>9/30/19</u>
	County Administrator	Date

Employee(s) are required to write a written Travel Report and give a presentation to the Commissioners within 30 days of their return.



3225 Main St, Barnstable, MA 02630 to South Street Landing

Drive 74.6 miles, 1 h 20 min

10/25/19

3225 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

8 min (3.3 mi)

- ↑ 1. Head southwest toward Main St
- ↘ 2. Turn right toward Main St
- ↙ 3. Turn left onto Main St
- ↙ 4. Turn left onto Iyannough Rd
- ↘ 5. Turn right
- ⤴ 6. Take the ramp onto US-6 W

190 ft
266 ft
2.4 mi
0.6 mi
0.1 mi
0.2 mi

Continue to Bourne. Take the US-6 W exit from US-6 W

14 min (13.7 mi)

- ⤴ 7. Merge onto US-6 W
- ↘ 8. Take the US-6 W exit toward Buzzards Bay

13.4 mi
0.2 mi

Get on MA-25 W

7 min (4.5 mi)

- ↑ 9. Continue onto US-6 W
- ⦿ 10. At the traffic circle, take the 2nd exit onto the MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495
- ⤴ 11. Keep left at the fork, follow signs for MA-25 W/Interstate 195/Interstate 495 and merge onto MA-25 W

3.6 mi
0.2 mi
0.7 mi

Take I-195 W to US-44 W/S Main St in Providence. Take exit 2 from I-195 W

-  12. Merge onto MA-25 W 48 min (52.6 mi)
- 8.7 mi
-  13. Take exit 1 for I-195 W toward New Bedford/Providence RI
- 1.0 mi
-  14. Continue onto I-195 W
 Entering Rhode Island
- 42.6 mi
-  15. Take exit 2 for U.S. 44 W/South Main St
- 0.3 mi

Continue on US-44 W/S Main St to your destination

- 3 min (0.5 mi)
-  16. Continue onto US-44 W/S Main St
- 456 ft
-  17. Turn left onto Wickenden St
- 308 ft
-  18. Continue onto Point St
- 0.3 mi
-  19. Turn right onto Eddy St
- 328 ft
-  20. Turn right at the 1st cross street onto South St
- 85 ft
-  21. Turn left
 Destination will be on the right
- 92 ft

South Street Landing

350 Eddy St, Providence, RI 02903

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



General Information

Approval Type County Administrator

Request Type Travel Authorization

Requester

Department Cape Cod Commission

Submitted by Maria McCauley

Requester Email mmccauley@capecodcommission.org

Department Director Gail Coyne

Department Director Email gcoyne@capecodcommission.org

Vendor Information

Vendor Type Organization

Vendor University of Southern Maine/Save The Bay

Vendor Abbreviation USM

Additional Identifier SNEP kick-off meeting

Travel Information

Event Host University of Southern Maine/Save The Bay

Event SNEP Kick-off meeting

No. of Staff Members 4

Staff Member #1 Kristy Senatori

Staff Member #1 Title Executive Director

Staff Member #2 Erin Perry

Staff Member #2 Title Deputy Director

Staff Member #3 Jen Clinton

Staff Member Title #3 Special Projects Coordinator

Staff Member #4	Tim Pasakarnis
Staff Member Title #4	Water Resources Analyst
Purpose of Travel	SNEP Kick-off meeting
Destination	Providence, RI
Conference Registration Fee(s)	0.00
Estimated Hotel Cost	0.00
Estimated Meal Costs	80.00
Estimated Transportation Cost	400.00
Total Estimated Travel Costs	480.00

Fiscal Information

Request Amount Type	County or Grant Expenditure
Grant Funded	No
No. of Accounts	3
Account No. 1	0105002-5281
Line 1 Amount (\$)	120.00
Account No. 2	0105102-5281
Line 2 Amount (\$)	240.00
Account No. 3	0105312-5281
Line 3 Amount (\$)	120.00
Total Needs Action Amount	480.00

Performance Period

Period Type	Time Period
Period Begins	October 28, 2019
Period Ends	October 29, 2019

Town Services Information

Towns Serviced	Not Applicable (N/A)
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Summary of Request

Summary of Request	Out-of-state travel authorization for Kristy Senatori, Erin Perry, Jen Clinton and Tim Pasakarni to attend a Southeast New England Program (SNEP) regional grant kick-off meeting with regional partners on October 28 & 29 at the Save the Bay office in Providence, RI.
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Documents

original signatures to follow?	No
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# of signature page sets for return	1
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Approvals

Approval Status	Approved
-----------------	----------

Approved By	Jack Yunits, Stephen Amara, Needs Action Request
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Approval Date	October 4, 2019 3:32 PM
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Comments	[Oct 4, 2019 3:00 PM] Stephen Amara APPROVED [Oct 4, 2019 3:06 PM] Jack Yunits APPROVED [Oct 4, 2019 3:32 PM] Needs Action Request APPROVED
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3225 Main St, Barnstable, MA 02630 to Save The Bay Center Drive 77.3 miles, 1 h 25 min

10/28/19

3225 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

8 min (3.3 mi)

- ↑ 1. Head southwest toward Main St
190 ft
- ↘ 2. Turn right toward Main St
266 ft
- ↙ 3. Turn left onto Main St
2.4 mi
- ↙ 4. Turn left onto Iyannough Rd
0.6 mi
- ↘ 5. Turn right
0.1 mi
- ⤴ 6. Take the ramp onto US-6 W
0.2 mi

Continue to Bourne. Take the US-6 W exit from US-6 W

14 min (13.7 mi)

- ⤴ 7. Merge onto US-6 W
13.4 mi
- ↘ 8. Take the US-6 W exit toward Buzzards Bay
0.2 mi

Get on MA-25 W

7 min (4.5 mi)

- ↑ 9. Continue onto US-6 W
3.6 mi
- ⦿ 10. At the traffic circle, take the 2nd exit onto the MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495
0.2 mi
- ⤴ 11. Keep left at the fork, follow signs for MA-25 W/Interstate 195/Interstate 495 and merge onto MA-25 W
0.7 mi

Follow MA-25 W and I-195 W to Thurbers Ave in Providence.

Take exit 18 from I-95 S

- 49 min (53.9 mi)
- 12. Merge onto MA-25 W 8.7 mi
 - 13. Take exit 1 for I-195 W toward New Bedford/Providence RI 1.0 mi
 - 14. Continue onto I-195 W
  Entering Rhode Island 43.1 mi
 - 15. Use the left 2 lanes to take exit 1B S for Interstate 95 S toward New York 0.3 mi
 - 16. Keep left to continue on Exit 18, follow signs for US 1A/Thurbers Ave and merge onto I-95 S 0.6 mi
 - 17. Take exit 18 for US-1A 0.2 mi

Take Allens Ave and Shipyard St to Save the Bay Dr

- 6 min (1.9 mi)
- 18. Merge onto Thurbers Ave 236 ft
 - 19. Keep right to stay on Thurbers Ave 384 ft
 - 20. Turn right onto Allens Ave 0.5 mi
 - 21. Turn left onto Ernest St 0.2 mi
 - 22. Turn right onto Shipyard St 0.6 mi
 - 23. Turn left onto Harborside Blvd 0.2 mi
 - 24. Turn right onto Save the Bay Dr
  Destination will be on the right 0.3 mi

Save The Bay Center

100 Save the Bay Dr, Providence, RI 02905

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



EMPLOYEE/ELECTED OFFICIAL EXPENSE REIMBURSEMENT FORM

revised 2019 version: effective 9/1/2019

Please do not use vague and general terms such as "errands", "meeting", "site visit" or the use of acronyms (unless an attached document, ie. conference agenda, provides the full name).

Date	Description explaining the purpose for the travel or purchase
11/1/19	Blue Economy Symposium 2019
11/8/19	Selectman & Councilors Meeting
11/12/19	November Cape Cod Climate Change Collaborative Board Meeting
11/13/19	Census Presentation & Training at Barnstable Town Hall
11/14/19	Town Managers Meeting
11/14/19	Community Health Committee at Cape Cod Hospital
11/19/19	MassWorks Infrastructure Program Grant Announcement
11/19/19	MassWorks Infrastructure Program Grant Announcement
11/21/19	Meeting with Mark Ellis at Barnstable Town Hall
12/2/19	CLC & Commission Meeting 261 Whites Path S. Yarmouth
12/2/19	CLC & Commission Meeting
12/3/19	CDP Board Orientation/Community Development Partnership, 3 Main Street Mercantile, Unit 18, Eastham, MA 02642
12/3/19	CDP Board Orientation/Community Development Partnership, 3 Main Street Mercantile, Unit 18, Eastham, MA 02642
12/5/19	Work Smart Meeting with Sec. Acosta 426 North St. Hyannis, Ma
12/12/19	Town Managers Monthly Meeting

The Official Barnstable County Reimbursement Form and Reimbursement Policy & Procedures Manual are available on the Employee Intranet at: <https://barnstablecounty.sharepoint.com/dept/finance/SitePages/Welcome.aspx>



3195 Main Street, Barnstable, MA to University of Massachusetts Dartmouth

Drive 51.7 miles, 1 h

11/1/19

3195 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

9 min (3.4 mi)

- ↑ 1. Head northwest toward Main St
210 ft
- ↗ 2. Turn right toward Main St
56 ft
- ↗ 3. Turn right at the 1st cross street toward Main St
486 ft
- ↶ 4. Turn left onto Main St
2.4 mi
- ↶ 5. Turn left onto Iyannough Rd
0.6 mi
- ↗ 6. Turn right
0.1 mi
- ⤴ 7. Take the ramp onto US-6 W
0.2 mi

Continue to Bourne. Take the US-6 W exit from US-6 W

14 min (13.7 mi)

- ⤴ 8. Merge onto US-6 W
13.4 mi
- ↘ 9. Take the US-6 W exit toward Buzzards Bay
0.2 mi

Get on MA-25 W

7 min (4.5 mi)

- ↑ 10. Continue onto US-6 W
3.6 mi
- ⦿ 11. At the traffic circle, take the 2nd exit onto the MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495
0.2 mi
- ⤴ 12. Keep left at the fork, follow signs for MA-25 W/Interstate 195/Interstate 495 and merge onto MA-25 W
0.7 mi

Follow MA-25 W and I-195 W to Dartmouth. Take exit 12A from I-195 W

25 min (27.6 mi)

-  13. Merge onto MA-25 W 8.7 mi
-  14. Take exit 1 for I-195 W toward New Bedford/Providence RI 1.0 mi
-  15. Continue onto I-195 W 17.7 mi
-  16. Take exit 12A toward Faunce Corner/Mall Rd/North Dartmouth 0.2 mi

Follow Faunce Corner Mall Rd and Old Westport Rd to your destination

7 min (2.5 mi)

-  17. Merge onto Faunce Corner Rd 0.2 mi
-  18. Continue onto Faunce Corner Mall Rd
  Pass by Pier 1 (on the right in 0.7 mi) 1.0 mi
-  19. Continue onto Old Westport Rd 0.5 mi
-  20. Turn right to stay on Old Westport Rd 0.9 mi
-  21. Turn left 138 ft

University of Massachusetts Dartmouth

285 Old Westport Rd, North Dartmouth, MA 02747

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA 02630 to Hearth 'n Kettle Hyannis Drive 2.3 miles, 7 min

11/8/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- ↑ 1. Head southwest toward Main St 36 s (456 ft)
- ↘ 2. Turn right toward Main St 190 ft
- ↘ 2. Turn right toward Main St 266 ft

Drive along Phinneys Ln

- ↘ 3. Turn right onto Main St 6 min (2.2 mi)
- ↘ 4. Turn right onto Hyannis-Barnstable Rd 0.2 mi
- ↑ 5. Continue onto Phinneys Ln 0.5 mi
- ↙ 6. Turn left onto Iyannough Rd 1.3 mi
- ↙ 6. Turn left onto Iyannough Rd 0.2 mi

Drive to your destination

- ↘ 7. Turn right 20 s (233 ft)
- ↙ 8. Turn left 131 ft
- 📍 Destination will be on the right 102 ft

Hearth 'n Kettle Hyannis

1225 Iyannough Rd #3, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA 02630 to Barnstable Town Hall, Barnstable, MA

Drive 4.7 miles, 14 min

11/21/19
11/13/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

36 s (456 ft)

↑ 1. Head southwest toward Main St

190 ft

➤ 2. Turn right toward Main St

266 ft

Barnstable Town Hall

367 Main St, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Drive along Hyannis-Barnstable Rd, Phinneys Ln and Bearses Way

13 min (4.6 mi)

➤ 3. Turn right onto Main St

0.2 mi

➤ 4. Turn right onto Hyannis-Barnstable Rd

0.5 mi

↑ 5. Continue onto Phinneys Ln

1.3 mi

↶ 6. Turn left onto Hyannough Rd

0.2 mi

↗ 7. Slight right onto Bearses Way

1.7 mi

⦿ 8. At the traffic circle, take the 3rd exit and stay on Bearses Way

0.1 mi

↑ 9. Continue onto High School Rd Ext

0.2 mi

↑ 10. Continue straight onto High School Rd

0.1 mi

↶ 11. Turn left onto South St

ⓘ Pass by American Red Cross (on the left)

0.2 mi

Drive to your destination

21 s (210 ft)

↶ 12. Turn left

46 ft

➤ 13. Turn right

ⓘ Destination will be on the left

164 ft



Cape Cod Hospital to 3225 Main Street, Barnstable, MA

Drive 4.6 miles, 15 min

11/14/19

Cape Cod Hospital

27 Park St, Hyannis, MA 02601

Continue to Lewis Bay Rd

- ↑ 1. Head west toward Gleason St
2 min (495 ft)
- ↘ 2. Turn right toward Gleason St
102 ft
- ↙ 3. Turn left onto Gleason St
240 ft
- ↙ 3. Turn left onto Gleason St
154 ft

Take Iyannough Rd and Independence Dr to Kidd's Hill Rd

- ↘ 4. Turn right onto Lewis Bay Rd
8 min (2.5 mi)
- ↑ 5. Continue onto Camp St
413 ft
- ↘ 6. Slight right onto Yarmouth Rd
0.3 mi
- ↙ 7. Turn left at the 1st cross street onto Iyannough Rd
243 ft
- ⦿ 8. At the traffic circle, take the 1st exit and stay on Iyannough Rd
0.7 mi
- ↑ 9. Continue straight to stay on Iyannough Rd
0.6 mi
- ↘ 10. Turn right onto Independence Dr
0.3 mi
- ↙ 11. Turn left onto Kidd's Hill Rd
0.6 mi
- ↙ 11. Turn left onto Kidd's Hill Rd
2 min (0.8 mi)

Drive along Hyannis-Barnstable Rd

- ↘ 12. Turn right onto Phinneys Ln
3 min (1.1 mi)
- ↑ 13. Continue onto Hyannis-Barnstable Rd
0.5 mi
- ↑ 13. Continue onto Hyannis-Barnstable Rd
0.5 mi

↩ 14. Turn left onto Main St

0.1 mi

Drive to your destination

↩ 15. Turn left

44 s (495 ft)

↪ 16. Turn right

200 ft

📍 Destination will be on the right

295 ft

3225 Main St

Barnstable, MA 02630

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



442 Main Street, Dennis, MA to 261 Whites Path, South Yarmouth, MA Drive 3.6 miles, 7 min

12/2/19

442 Main St

Dennis, MA 02638

- ↑ 1. Head south on Main St toward Black Ball Hill Rd 0.4 mi
- ↶ 2. Turn left onto S Yarmouth Rd 0.7 mi
- ↑ 3. Continue onto N Dennis Rd 2.0 mi
- ↷ 4. Sharp right onto Whites Path 0.5 mi
📍 Destination will be on the left

261 Whites Path

South Yarmouth, MA 02664

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



261 Whites Path, South Yarmouth, MA to 3225 Main Street, Barnstable, MA

Drive 6.7 miles, 14 min

12/2/19

261 Whites Path

South Yarmouth, MA 02664

- ↑ 1. Head west on Whites Path 1.0 mi
- 2. Turn right onto Station Ave 0.3 mi
- ↑ 3. Continue onto Union St 1.2 mi
- ↶ 4. Turn left onto Main St 4.1 mi
- ↶ 5. Turn left 200 ft
- 6. Turn right 295 ft

Destination will be on the right

3225 Main St

Barnstable, MA 02630

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442 Main Street, Dennis, MA to 3 Main Street, Eastham, MA

Drive 18.4 miles, 30 min

12/3/19

442 Main St

Dennis, MA 02638

- ↑ 1. Head north on MA-6A E/Main St toward Signal Hill Dr

- ⓘ Continue to follow MA-6A E

11.6 mi

- ↗ 2. Turn right to merge onto US-6 E toward Eastham/Provincetown

2.3 mi

- ⦿ 3. At the traffic circle, take the 2nd exit and stay on US-6 E

4.4 mi

- ↘ 4. Turn right onto Main St

- ⓘ Destination will be on the right

0.1 mi

3 Main St

Eastham, MA 02642

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Main Street Mercantile to 3225 Main Street, Barnstable, MA

Drive 26.3 miles, 38 min

12/3/19

Main Street Mercantile

3 Main St, Eastham, MA 02642

Continue to US-6 W

8 min (4.3 mi)

↑ 1. Head west on Main St toward US-6 W

299 ft

↶ 2. Turn left onto US-6 W

4.3 mi

Follow US-6 W to Willow St in Yarmouth. Take exit 7 from US-6 W

21 min (18.6 mi)

♀ 3. At the traffic circle, take the 2nd exit and stay on US-6 W heading to Hyannis/Boston

18.4 mi

↘ 4. Take exit 7 for Willow St toward Yarmouthport/W Yarmouth

0.2 mi

Continue on Willow St to your destination in Barnstable

8 min (3.4 mi)

↘ 5. Turn right onto Willow St (signs for Yarmouth Port)

0.7 mi

↶ 6. Turn left onto Cross St

443 ft

↘ 7. Cross St turns right and becomes Railroad Ave

0.2 mi

↶ 8. Turn left onto Main St

2.4 mi

↶ 9. Turn left

200 ft

↘ 10. Turn right

ⓘ Destination will be on the right

295 ft

3225 Main St

Barnstable, MA 02630



426 North St, Hyannis, MA to 3225 Main St, Barnstable, Massachusetts

Drive 4.5 miles, 12 min

12/5/19

426 North St

Hyannis, MA 02601

↑ 1. Head northeast on North St toward Mitchells Way
26 s (0.2 mi)

↶ 2. Turn left onto Stevens St
49 s (0.3 mi)

Drive along Bearses Way and Phinneys Ln

11 min (3.9 mi)

↶ 3. Turn left onto Bassett Ln
377 ft

⦿ 4. At the traffic circle, continue straight onto Bearses Way
1.7 mi

↑ 5. Continue straight onto Hyannough Rd
0.3 mi

↷ 6. Turn right onto Phinneys Ln
1.3 mi

↑ 7. Continue onto Hyannis-Barnstable Rd
0.5 mi

↶ 8. Turn left onto Main St
0.1 mi

Drive to your destination

44 s (495 ft)

↶ 9. Turn left
200 ft

↷ 10. Turn right
ⓘ Destination will be on the right
295 ft

3225 Main St

Barnstable, MA 02630

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9c

Authorizing fee increases for County Water Quality Laboratory analysis



**BARNSTABLE COUNTY
DEPARTMENT OF HEALTH
AND
ENVIRONMENT**

POST OFFICE BOX 427
BARNSTABLE, MA 02630

Phone: (508) 375-6613
FAX: (508) 362-2603
Email: sobrien@barnstablecounty.org

MEMORANDUM

**TO: Jack Yunits, Administrator
County of Barnstable**

**FROM: Sean M. O'Brien, Director
Barnstable County Department of Health and Environment**

**RE: Request for reevaluation of Barnstable County Laboratory
Fees.**

DATE: December 23, 2019

Good Day Jack:

As we have discussed, the pricing structure at the Barnstable County Water Lab has been in place for almost 20 years without any significant changes. There were some minor fee adjustments made about 10 years ago. In reviewing the current price structure, Water Districts throughout the Cape hold a significant discounted price position versus other laboratory clients. While it is consistent with the mission of the laboratory and regarding municipalities subsidizing the County, the discounted price in several areas is so low to be less than cost and very significantly below competitor's pricing.

The following proposal reflects the need to increase price to ensure cost effectiveness, and cover laboratory costs while still ensuring a discounted price.

Test	BC List Price	Current WD Price	Proposed FY21 WD Price	Proposed F22 WD Price
Total Coliform*	\$12.00	\$5.00	\$7.50	\$10.00
Nitrate	\$12.00	\$7.50	\$10.00	\$10.00
Nitrite	\$12.00	\$7.50	\$10.00	\$10.00
Volatile Organics	\$85.00	\$65.00	\$70.75	\$76.50
Haloacetic Acids	\$120.00	\$100.00	\$108.00	\$108.00
THP	\$120.00	\$100.00	\$108.00	\$108.00

The following table reflects the discount over list price for the municipal water districts following the total cost increase.

Test	Final Price	Percent Discount from List Price
Total Coliform	\$10.00	16.7%
Nitrate	\$10.00	16.7%
Nitrite	\$10.00	16.7%
Volatile Organics	\$76.50	10%
Haloacetic Acids	\$108.00	10%
THP	\$108.00	10%

Additionally, the Routine test package, which is made up of a series of individual test, is also discounted below the cost of the individual tests. A price increase is warranted to more accurately represent the cost of the individual tests in the package:

Test	BC List Price	Proposed FY21 Price	Proposed FY22 Price
Routine	\$45.00	\$55.00	\$65.00

The Routine Package Is also a component of the Real Estate Package. In the Real Estate Package, the components are billed at list cost so the increase in the Routine Package will also lead to an increase of \$10.00 each of the next two years for the Real Estate Package as well.

For Total Coliform, Nitrate, Nitrite, Volatile Organics, and the Routine and Real Estate Packages the cost increase is planned over a two-year period to offset any budgetary or hardship issues a single, large price increase may cause. The price increases are expected to bring a significant increase in revenue. Based on tests completed through a portion of calendar year 2019 and prorated for a full year, almost \$75K is projected as the total amount of revenue generated over the full two-year timeframe of the price increases. The majority of the increased revenue will be generated from Total Coliform and the Routine test package.

Water District	Total Coliform	Nitrate	Nitrite	Haloacetic Acids	TPH	Lead and Copper	Volatile Organics
Brewster	609	3	3	12	0	0	22
Chatham****	494	4**	1**	0	0	135	1**
Cotuit	175	5***	0	2***	0	20	5***
Dennis	814	34**	8**	6**	0	0	41
Harwich	616		5**	2	0	0	11
Hyannis	880		0	0	0	38	0
Orleans	347	7**	6**	12**	0	37	4
Yarmouth	0	19**	0	0	0	33	19**
Barnstable Fire District	171	7**	0	0	0	0	11

*Chatham Total Coliform price is \$8.00 per test

**charged at list price although there is a contract discount

*** At list price; No contracted discount

****Increase - Based on number of test normalized for the full year

*****Increase - Based on number of test normalized for the full year

*****Increase - Based on number of test normalized for the full year

*****Increase - Based on number of test normalized for the full year

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*****Increase - Based on number of test normalized for the full year

*****Increase - Based on number of test normalized for the full year

*****Increase - Based on number of test normalized for the full year

Total Year 1 Revenue	
Water District Tests	\$14,094.75
Routine Package	\$20,000.00
Real Estate Package	\$34,094.75

Total Year 2 New Increase Revenue	
Water District Tests	\$13,925.75
Routine Package	\$20,000.00
Real Estate Package	\$33,925.75

Total 2 Year Revenue Revenue	
Water District Tests	\$42,230.75
Routine Package	\$60,000.00
Real Estate Package	\$102,230.75

Actual Routine Analysis from January through December 2019 - 2,002
 Includes all Routine Samples - Routine, Routine M, Routine TC, Routine TC-M
 Projection based on approximately 2,000 Routine Samples per year

Water District

	Total Coliform Actual/Projected	Nitrate Actual/Project	Nitrite Actual/Projected	Haloacetic Acids Actual/Projected	Volatile Organics Actual/Projected														
Brewster	609 (812)		3(4)		12(16)					22(29)									
Chatham	494 (659)																		
Cotuit	175 (233)																		
Dennis	814 (1,085)									41(55)									
Harwich	616 (821)				2(3)					11(15)									
Hyannis	880 (1,173)																		
Orleans	347 (463)									4(6)									
Yarmouth	0																		
Barnstable Fire District	171 (187)									11(12)									

	Total Coliform Revenue	Nitrate	Nitrite	Haloacetic Acid	Volatile organics	Total Revenue	Lead and Copper Projected Tests	Revenue	Total Revenue With Lead & Copper
Brewster	\$2,030.00	\$10.00	\$10.00	\$128.00	\$166.75	\$2,344.75	0	\$0.00	\$2,344.75
Chatham	\$0.00				\$0.00	\$0.00	135	\$675.00	\$675.00
Cotuit	\$582.50				\$582.50	\$582.50	20	\$100.00	\$682.50
Dennis	\$2,712.50				\$3,028.75	\$3,028.75	0	\$0.00	\$3,028.75
Harwich	\$2,052.50			\$24.00	\$86.25	\$2,162.75	0	\$0.00	\$2,162.75
Hyannis	\$2,932.50				\$2,932.50	\$2,932.50	38	\$190.00	\$3,122.50
Orleans	\$1,157.50				\$34.50	\$1,192.00	37	\$185.00	\$1,377.00
Yarmouth	\$0.00				\$0.00	\$0.00	33	\$165.00	\$165.00
Barnstable Fire District	\$467.50				\$69.00	\$536.50	0	\$0.00	\$536.50
Total Revenue	\$11,935.00	\$10.00	\$10.00	\$152.00	\$672.75	\$12,779.75		\$1,315.00	\$14,094.75

Routine Packages

Projection Based on Actual 2,002(2,000) Price Increase \$45.00 to \$55.00

Actual Routine Analysis from January through December 2019 - 2,002
Includes all Routine Samples - Routine, Routine M, Routine TC, Routine TC-M
Projection based on approximately 2,000 Routine Samples per year

Total Year 1 Revenue	
Water District Tests	\$14,094.75
Routine Package	\$20,000.00
Total	\$34,094.75

Water District

	Total Coliform Actual/Projected	Nitrate Actual/Projected	Nitrite Actual/Projected	Halooacetic Acids Actual/Projected	Volatile Organics Actual/Projected	Total Revenue
Brewster	609 (812)				22(29)	
Chatham	494 (659)					
Cotuit	175 (233)					
Dennis	814 (1,085)				41(55)	
Harwich	616 (821)				11(15)	
Hyannis	880 (1,173)					
Orleans	347 (463)				4(6)	
Yarmouth	0					
Barnstable Fire District	171 (187)				11(12)	

	Total Coliform Revenue	Nitrate	Nitrite	Halooacetic Acid	Volatile organics	Total Revenue
Brewster	\$2,030.00				\$166.75	\$2,196.75
Chatham	\$1,318.00					\$1,318.00
Cotuit	\$582.50					\$582.50
Dennis	\$2,712.50				\$316.25	\$3,028.75
Harwich	\$2,052.50				\$86.25	\$2,138.75
Hyannis	\$2,932.50					\$2,932.50
Orleans	\$1,157.50				\$34.50	\$1,192.00
Yarmouth	\$0.00					\$0.00
Barnstable Fire District	\$467.50				\$69.00	\$536.50
Total Revenue	\$13,253.00	\$0.00	\$0.00	\$0.00	\$672.75	\$13,925.75

Routine Packages

Projection Based on Actual	\$20,000.00	Price increase - \$55.00 to \$65.00
2,002(2,000)		

Actual Routine Analysis from January through December 2019 - 2,002
 Includes all Routine Samples - Routine, Routine M, Routine TC, Routine TC-M
 Projection based on approximately 2,000 Routine Samples per year

Total Year 2 New Increase Revenue	
Water District Tests	\$13,925.75
Routine Package	\$20,000.00
	\$33,925.75

Total 2 Year Revenue Revenue	
Water District Tests	\$42,115.00
Routine Package	\$60,000.00
	\$102,115.00

All revenue generated from all price increases over the two year period is included in the Total 2 Year Revenue Calculation

The revenue for the two year period for the water districts is outlined in the next tab

Water District Cost Increases

Water District	Year 1 Cost Increase	Year 2 Cost Increase*	Total Two Year Cost Increase**
Brewster	\$2,344.75	\$2,196.75	\$6,886.25
Chatham	\$675.00	\$1,318.00	\$2,668.00
Cotuit	\$682.50	\$582.50	\$1,947.50
Dennis	\$3,028.75	\$3,028.75	\$9,086.25
Harwich	\$2,162.75	\$2,138.75	\$6,464.00
Hyannis	\$3,122.50	\$2,932.50	\$9,177.50
Orleans	\$1,377.00	\$1,192.00	\$3,946.00
Yarmouth	\$165.00	\$0.00	\$330.00
Barnstable Fire District	\$536.50	\$536.50	\$1,609.50
			\$42,115.00

*New price changes only

**Includes items increased in Year 1

Total Two Year Revenue Contribution By Assay

Test Type	Year 1 Contribution	Year 2 Contribution	Total 2 Year Contribution
Total Coliform	\$11,935.00	\$25,188.00	\$37,123.00
Nitrate	\$10.00	\$10.00	\$20.00
Nitrite	\$10.00	\$10.00	\$20.00
Haloacetic Acid	\$152.00	\$152.00	\$304.00
Volatile Organic Compounds	\$672.75	\$1,345.50	\$2,018.00
Lead and Copper	\$1,315.00	\$1,315.00	\$2,630.00
Routine Package	\$20,000.00	\$20,000.00	\$60,000.00
			\$102,115.00

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize fee increases for County Water Quality Laboratory analysis, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9d

Authorizing the execution of an amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31, 2021

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address:	266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543	Address :	Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367
		EIN No.:	04-6001419
		DUNS:	076612407
Subaward	Corrected Total Amt of Fed Awd to WHOI:	Total Amount Currently Available for all EFFORTS:	
A101383	\$527,980.00	\$513,480.00	

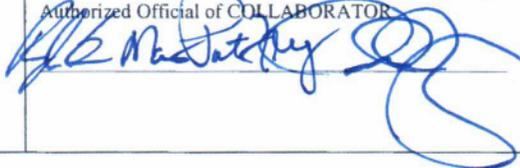
Amendments to Original Terms and Conditions

Effective Date:	Amendment No:
12/31/2019	6

The purpose of this Amendment is a No Cost Extension of **EFFORT #22180410** through **1/31/2021**.

Please make the following changes to your Award Agreement.

All other terms and conditions remain as previously stated.

Authorized Official of WHOI  Susan P. Ferreira, Post Award Manager Grant & Contract Services	Authorized Official of COLLABORATOR  Date
12/18/19 Date	01/08/20 Date

Attachment 4
Cost Reimbursable Research Subaward Agreement
EFFORTS

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize the execution of an amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31, 2021, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



Effort 22180410**Page 1**

WHOI PI:

Dr. Matthew Charette

Collaborator PI:

Abigail Archer

Project Title:

A/S-15 "Evaluation of river herring passage before and after a dam removal – research, education, and outreach."Effort Period of Performance:
9/01/2018-1/31/2020Budget Period:
9/01/2018-1/31/2020Amt Currently Available this EFFORT:
\$27,980.00Total Amt This Effort Title
\$27,980.00

Reporting Requirements Incremental Funding Statement Cost Sharing Statement
(See this EFFORT, Page 3 for all that Apply)

Amendments to Original Terms and Conditions

Effective Date:

12/31/2019

Amendment No:

6

The purpose of this amendment is amendment is a No Cost Extension of the Budget Period and the Period of Performance through 1/31/2021. Total amount Currently Available for remains \$27,980.00.

Please make the following Changes to your Subaward Agreement.

Effort Period of Performance:
9/01/2018-1/31/2021Budget Period:
9/01/2018-1/31/2021Amt Currently Available this EFFORT:
\$27,980.00Total Amt This Effort Title
\$27,980.00**EFFORT 22180410_ Page 3****Incremental Funding:**

This EFFORT fully funded.

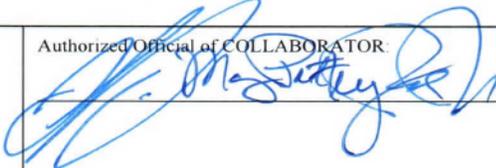
Cost Share Requirements:

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

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

All other Terms and Conditions remain as agreed.

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543		Address: Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367	
EIN No.: 04-6001419		EIN No.: 04-6001419	
DUNS: 076612407		DUNS: 076612407	
Federal Award (Fed Awd) Agency: NOAA, Sea Grant		FAIN: NA18OAR4170104	WHOI Project No : 22180402
Fed Awd Issue Date: 02/27/2018	Total Amt of Fed Awd to WHOI: \$391,100.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-08/31/2018	Amt. Currently Available: \$141,300.00	Estimated Incremental Total: \$985,500.00
WHOI PD: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Project Title: A/S-15 "Woods Hole Sea Grant Marine Extension Program"			
Subaward (Sub) No: A101383	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Deliverables/Reporting and <input checked="" type="checkbox"/> Incremental Funding and <input checked="" type="checkbox"/> Cost Sharing Statements <input checked="" type="checkbox"/> Closeout Requirements (See Attachment 4 for all that Apply)			
Terms and Conditions			
1) WHOI hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of WHOI.			
2) WHOI shall reimburse Collaborator not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the WHOI agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Collaborator's standard invoice, and should be formatted to include those items <u>listed on Attachment 4</u> . Invoices should be sent electronically to WHOI's Financial Contact, as shown in Attachment 3A. <i>Invoices that do not reference WHOI's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.			
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to WHOI's Financial Contact, as shown in Attachment 3A, along with a completed Subaward Release of Claims form signed by an Authorized Official, (blank found in <u>Appendix A</u>), NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.			
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator. WHOI reserves the right to reject an invoice, in accordance with 2 CFR 200.305.			
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator/Project Director, as shown in Attachment 3A. Technical reports are required as shown above, "Deliverables/Reporting Requirements."			
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3A.			
7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.			
8) Either party may terminate this subaward agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3A. WHOI shall pay Collaborator for termination costs as allowable under Uniform Guidance, 2 CFR 200.			
9) No-cost extensions require the approval of WHOI. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than (30) thirty days prior to the desired effective date of the requested change.			
10) By signing this Research Subaward Agreement, Collaborator makes the certifications and assurances shown in Attachments 1 and 2.			
11) By signing this Research Subaward Agreement including Attachments and Appendices, Collaborator certifies that it will perform the Statement of Work in accordance with the terms and conditions of this agreement, including Attachment 1 and 2, and the applicable terms of the Prime Award, as referenced in Attachment 2 and found at Appendix B. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.			
Authorized Official of WHOI:		Authorized Official of COLLABORATOR:	
_____ Susan P. Ferreira, Post Award Manager Grant & Contract Services		 _____ Date	
Date		Date	

Attachment 3B WHOI Cost Reimbursable Subawardee Data Sheet

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

Subrecipient is currently registered in SAM <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Subrecipient EIN #		04-6001419	
Subrecipient DUNS #:		076612407	
Subrecipient Legal Name:		County of Barnstable -Cooperative Extension	
Subrecipient Doing Business As Name:		Cooperative Extension	<input type="checkbox"/> N/A
Subrecipient Address: No. 3195		Street: Main Street	
City: Barnstable		State: MA	
Country: USA	Zip+4: 02630-1105	Congressional District: MA-009	
Subrecipient Parent : and associated:		Name: County of Barnstable DUNS #: 076612407	<input type="checkbox"/> N/A
Amount of Subcontract:		985,500	
Subcontract Obligation/Action Date:		2-1-18-1-31-22	
CFDA Program Number(s): 11.417		Federal Agency ID: NA180AR4170104	
<p>If SOW exceeds 4000 characters, please include a <i>Collaborator Federal Award Project Description:</i></p> <p><small>The Woods Hole Sea Grant Extension Program Mission is to develop reciprocal relationships between resource users , managers, and technical information producers to: 1) Facilitate solution of practical marine resource -related problems for users/managers of those resources by providing and increasing access to technical information and know-how; and 2) Identify the real-world problems facing resource users /managers for researchers.</small></p> <p><small>(See Woods Hole Sea Grant Extension Omnibus Proposal 2018-2021 Page 1of 22 in contract package.)</small></p>			
The Principal Place of Performance of the Research Project: or <input checked="" type="checkbox"/> same as above			
Street:		City:	
State:	Country:	Zip code+4:	Congressional District:
Subcontract Number issued by WHOI:		A101383	
<p>In the preceding completed fiscal year, the Subrecipient received (1) 80 percent or more of its annual gross revenues and (2) \$25,000,000 or more in annual gross revenues; from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:</p> <p><input checked="" type="checkbox"/> if no. <i>No further responses required. Please advance to signatures.</i> <input type="checkbox"/> if yes...then please continue on next page.....</p>			

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

if yes... Available at:

if no ...

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

Name:

Amount:

Name:

Amount:

Name:

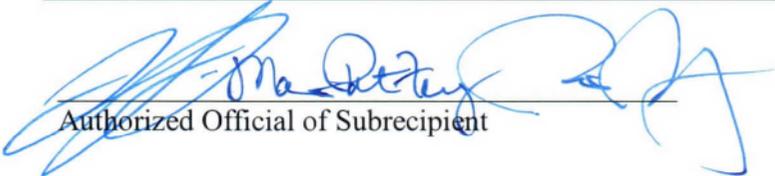
Amount:

Name:

Amount:

Name:

Amount:

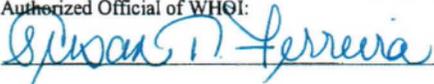

Authorized Official of Subrecipient

05/02/18
Date

County of Barnstable County Commissioners

Title

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543		Address : Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367	
		EIN No.: 04-6001419	
		DUNS: 076612407	
Federal Award (Fed Awd) Agency: NOAA, Sea Grant		FAIN: NA18OAR4170104	WHOI Project No : 22180402
Fed Awd Issue Date: 02/27/2018	Total Amt of Fed Awd to WHOI: \$391,100.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-08/31/2018	Amt. Currently Available: \$141,300.00	Estimated Incremental Total: \$985,500.00
WHOI PD: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Project Title: A/S-15 "Woods Hole Sea Grant Marine Extension Program"			
Subaward (Sub) No: A101383	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Amendments to Original Terms and Conditions			
Effective Date: 6/25/2018		Amendment No: 1	
<p>The Purpose of this amendment is the addition of \$94,200.00 in incremental funding for the remainder of Year 1. The Budget Period is hereby extended through 1/31/2019. Period of Performance remains through 1/31/2022. The total amount Currently Available for payment is increased to \$235,500.00.</p> <p>Also the notation of the Indirect Rate is being added to the cover page of the Subaward Agreement.</p> <p>Please make the following changes to your Award Agreement.</p>			
Indirect Rate: N/A		Total Amt. of Fed Awd. to WHOI: \$670,000.00	
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-01/31/2019	Amt. Currently Available: \$235,500.00	Estimated Incremental Total: \$985,500.00
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$985,500.00.</p> <p>The amount currently available for payment is \$235,500.00 which covers the Budget Period as hereby extended and the Period of Performance.</p> <p>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.</p>			
Cost Share Requirements			
<p>The total of \$657,177.00 on this Subaward has been committed for Cost Share.</p> <p>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.</p> <p>All Cost Share must be documented on your invoices with period and cumulative totals reported.</p> <p>All other Terms and Conditions remain in full force and effect.</p>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Grant & Contract Services		Authorized Official of COLLABORATOR:  Date	
Date 7/16/2018		Date 09/2/18	

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

General Terms and Conditions:

1. By signing this Subaward, Collaborator agrees to the following: To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website: http://www.osec.doc.gov/oam/grants_management.
2. This Cost-reimbursable Research Subaward Agreement is subject to the following:
 - a. *The Federal Awarding Agency's Grants Policy guidance*, including addenda in effect as of the beginning date of the period of performance or as amended;
 - b. *Department of Commerce Financial Assistance Standard Terms and Condition Dated March 31, 2017; And OMB Uniform Guidance 2 CFR Part 200*, both a & b found at the bottom of the following: http://www.osec.doc.gov/oam/grants_management/policy/default.htm.
 - c. *NOAA Financial Assistance Administrative Terms; found at* <http://www.who.edu/fileserver.do?id=260884&pt=2&p=215509>
 - d. *Federal-wide Research Terms and Conditions; and*
 - e. *DOC Research Terms and Conditions: Agency-Specific Requirements, both 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).

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

U. S. DEPARTMENT OF COMMERCE

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

GRANT COOPERATIVE AGREEMENT

ACCOUNTING CODE

AWARD NUMBER

NA18OAR4170104

RECIPIENT NAME
WOODS HOLE OCEANOGRAPHIC INSTITUTION

AMENDMENT NUMBER

2

STREET ADDRESS
266 WOODS HOLE RD

EFFECTIVE DATE

02/01/2018

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

EXTEND WORK COMPLETION TO

N/A

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

COSTS ARE REVISED AS FOLLOWS	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$670,000.00	\$447,472.00	\$0.00	\$1,117,472.00
RECIPIENT SHARE OF COST	\$340,750.00	\$226,297.00	\$0.00	\$567,047.00
TOTAL ESTIMATED COST	\$1,010,750.00	\$673,769.00	\$0.00	\$1,684,519.00

REASON(S) FOR AMENDMENT

- To provide continued funding for the project entitled "Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" per the recipient's application dated 11/21/2017, and revision dated 01/03/2018, 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

Patty Mayo

TITLE
Grants Officer

DATE

06/19/2018

TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Amy Chadburn

TITLE
Grants Administrator

DATE

06/25/2018

Special Award Conditions

Award Number: NA18OAR4170104

Amendment Number: 2

1) Multi-Year Special Award Condition

1.(REVISED)(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 4-year period for a total amount of \$4,469,888 in Federal funds. However, Federal funding available at this time is limited to \$1,117,472 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 02/01/2018 through 01/31/2019 and may be extended through 01/31/2022.

2) Matching Requirement

Since this award requires the recipient to provide \$226,297 in project-related costs from non-Federal sources, the recipient must maintain in its official accounting records an accounting of \$673,769 as the total Federal and non-Federal share.

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity	Collaborator
Woods Hole Oceanographic Institution, ("WHOI")	Barnstable County Cape Cod Cooperative Extension
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543	Address : Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367
	EIN No.: 04-6001419 DUNS: 076612407

Amendments to Original Terms and Conditions

Effective Date: 9/01/2018	Amendment No: 2
----------------------------------	------------------------

The purpose of this Amendment is:

1. revise the format of the original Subaward Agreement A101383 to be a "Single" Subaward with multiple "EFFORTS" ;
2. update of the Prime Award Terms and Conditions as described in **Attachment 1 and Attachment 2-Updated**;
3. revision of **Attachment 4**, to include multiple EFFORTS;
 - Existing EFFORT # 22180402 for Barnstable County PI Diane Murphy, entitled: A/S 15 "Woods Hole Sea grant Marine Extension Program". (Already in place.)
 - Addition of **Effort #22180410** for Barnstable County PI Abigail Archer, entitled: "**Evaluation of river herring passage before and after a dam removal-research, education, and outreach**". Described in attached **Effort #22180410**, pages 1-4, and the insertion of Prime Award Document associated - NOAA Amendment to Financial Assistance Award, #3, and included as part of this Subaward Amendment.

Please revise the subaward document as follows



Authorized Official of WHOI: _____ Susan P. Ferreira, Post Award Manager Grant & Contract Services	Authorized Official of COLLABORATOR:  _____ Date 11/21/18
Date	Date

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 show 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
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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
---	---

Project Title: "A/S-15 "Woods Hole Sea Grant Marine Extension Program"
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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
---	---

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) LP DAO 203-26 U. S. DEPARTMENT OF COMMERCE <p style="text-align: center;">AMENDMENT TO FINANCIAL ASSISTANCE AWARD</p>	<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT ACCOUNTING CODE AWARD NUMBER NA18OAR4170104 AMENDMENT NUMBER 3 EFFECTIVE DATE 09/01/2018 EXTEND WORK COMPLETION TO N/A																							
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																								
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">COSTS ARE REVISED AS FOLLOWS</th> <th style="width:20%;">PREVIOUS ESTIMATED COST</th> <th style="width:20%;">ADD</th> <th style="width:20%;">DEDUCT</th> <th style="width:20%;">TOTAL ESTIMATED COST</th> </tr> </thead> <tbody> <tr> <td>FEDERAL SHARE OF COST</td> <td style="text-align: right;">\$1,117,472.00</td> <td style="text-align: right;">\$50,000.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$1,167,472.00</td> </tr> <tr> <td>RECIPIENT SHARE OF COST</td> <td style="text-align: right;">\$567,047.00</td> <td style="text-align: right;">\$25,050.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$592,097.00</td> </tr> <tr> <td>TOTAL ESTIMATED COST</td> <td style="text-align: right;">\$1,684,519.00</td> <td style="text-align: right;">\$75,050.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$1,759,569.00</td> </tr> </tbody> </table>					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
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REASON(S) FOR AMENDMENT 1.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. 2.To revise NOAA Administrative Specific Award Conditions.																								
<p>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.</p> <p><input checked="" type="checkbox"/> Special Award Conditions (Attachment B)</p> <p><input type="checkbox"/> Line Item Budget (Attachment A)</p> <p><input type="checkbox"/> Other(s)</p>																								
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		Sea Grant	Matching
		No. of	Amount	Funds	Funds
1. Senior Personnel		People	of Effort		
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

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity	Collaborator
Woods Hole Oceanographic Institution, ("WHOI")	Barnstable County Cape Cod Cooperative Extension
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543	Address : Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367
	EIN No.: 04-6001419 DUNS: 076612407

Amendments to Original Terms and Conditions

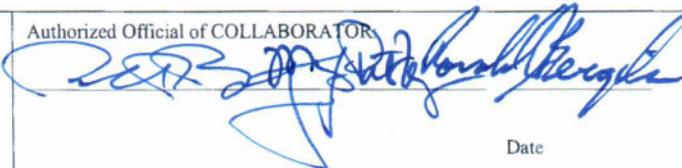
Effective Date:	1/31/2019	Amendment No:	3
Subaward	Total Amt of Fed Awd to WHOI:	Total Amount Currently Available for all EFFORTS:	
A101383	\$1,426,374.00	\$304,548.00	

The purpose of this Amendment is twofold:

First: the **addition of incremental funds for partial YR 2**, for **PI Diane Murphy** as described in Attachment 4_ EFFORT 22180402;

Second:
the Update of Attachment 2.

Please make the following changes to your Award Agreement.

Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Grant & Contract Services	1/09/19 Date	Authorized Official of COLLABORATOR:  Date
--	-----------------	--

Attachment 2-Updated
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 October 09, 2018*; 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.who.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
Cost Reimbursable Research Subaward Agreement
EFFORTS

Effort 22180402**Page 1**

WHOI PI: Dr. Matthew Charette	Collaborator PI: Diane Murphy
---	---

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
---	--	--	---

Reporting Requirements Incremental Funding Statement Cost Sharing Statement
(See this EFFORT, Page 3 for all that Apply)

Amendments to Original Terms and Conditions

Effective Date: 1/31/2019	Amendment No: 3
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The purpose of this amendment is **the addition of partial Year 2 funds in the amount \$51,568.00** for the **Budget Period hereby extended through 3/31/2019**. Period of Performance remains through 1/31/2022. **Total amount Currently Available for Payment is increased to \$287,068.00.**

Please make the following Changes to your Subaward Agreement.

Effort Period of Performance: 2/01/2018-1/31/2022	Budget Period: 2/01/2018-3/31/2019	Amount Currently Available for this EFFORT: \$287,068.00	Total Amount This Effort Title \$985,500.00
---	--	--	---

EFFORT 22180402_ Page 3**Incremental Funding:**

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

The amount currently available for payment is **\$287,068.00** 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 **\$698,432.00** 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 **\$153,243.00**. (CS amount for YR 1 has been adjusted up \$1.00 so Budgeted amount calculates correctly.)

Cost Share amount for **Partial Year Two** is **\$33,696.00**.

\$126,763.00 in remainder Year 2 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.

All other Terms and Conditions remain as agreed.

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address:	266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543	Address :	Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367
		EIN No.:	04-6001419
		DUNS:	076612407
Subaward	Total Amt of Fed Awd to WHOI:	Total Amount Currently Available for all EFFORTS:	
A101383	\$1,426,374.00	\$304,548.00*	

Amendments to Original Terms and Conditions

Effective Date:	Amendment No:
2/01/2019	4

The purpose of this Amendment is twofold:

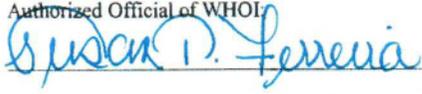
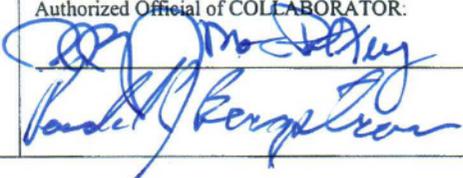
First: the Update of Attachment 2; and

Second: the addition of remainder YR 2 in incremental funds for PI Diane Murphy and PI Abigail Archer as described in Attachment 4_ EFFORT 22180402 and EFFORT 22180410.

*S/B \$290,048.00

Please make the following changes to your Award Agreement.

Corrected Total Amt of Fed Awd to WHOI:	Total Amount Currently Available for all EFFORTS:
\$527,980.00	\$513,480.00

Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Grant & Contract Services	Authorized Official of COLLABORATOR:  Robert J. Kempster
Date: <u>6/10/19</u>	Date: <u>06/19/19</u>

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address:	266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543	Address :	Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367
		EIN No.:	04-6001419
		DUNS:	076612407
Subaward	Corrected Total Amt of Fed Awd to WHOI:	Total Amount Currently Available for all EFFORTS:	
A101383	\$527,980.00	\$513,480.00	

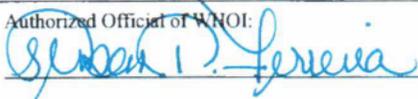
Amendments to Original Terms and Conditions

Effective Date:	Amendment No:
9/01/2019	5
Total Amt of Fed Awd to WHOI:	Total Amount Currently Available for all EFFORTS:
\$2,435,678.00	\$533,480.00

The purpose of this Amendment is the revision of Attachment 4 to include EFFORT #22180414 for Barnstable County PI Greg Berman, to work on a project entitled: **“Implementation and Advancement of Sea Grant Visioning Efforts”**. Details described in Attachment, **EFFORT #22180414, pages 1-5.** and NOAA Amendment to Financial Assistance Award, #9, included as part of this Subaward Amendment.

Please make the following changes to your Award Agreement.

All other terms and conditions remain as previously stated.

Authorized Official of WHOI:  _____	Authorized Official of COLLABORATOR:  _____
9/24/19 Date	10/06/19 Date
Susan P. Ferreira, Post Award Manager Grant & Contract Services	

Attachment 4
Cost Reimbursable Research Subaward Agreement
EFFORTS

Effort 22180414

Page 1

WHOI PI:

Dr. Matthew Charette

Collaborator PI:

Greg Berman

Project Title:

A/S-15 "Implementation and Advancement of Sea Grant Visioning Efforts"

Effort Period of Performance:

9/01/2019-8/31/2021

Budget Period:

9/01/2019-8/31/2021

Amt Currently Available for this EFFORT:

\$20,000.00

Total Amount This Effort Title

\$20,000.00

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)

Effort 22180414

Page 2

Effort Contact Information

PD		PI	
Name:	Dr. Matthew Charette	Name:	Greg Berman
			Fisheries & Aquaculture Specialists
Address:	Woods Hole Oceanographic Institution 266 Woods Hole Rd. MS #25 Woods Hole, MA 02543-1535	Address:	Cape Cod Cooperative Extension PO Box 367 Barnstable, MA 02630-0367
Telephone:	508 289-3205	Telephone:	508 375-6849
Fax:	508 457-2193	Fax:	
Email:	mcharette@whoi.edu	Email:	gberman@barnstablecounty.org

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:

- As stated in the Statement of Work; and
- 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:

N/A

Cost Share Requirements:

The total of **\$10,404.00** on this Subaward has been committed for Cost Share.

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 22180414

Page 4

Statement of Work and Budget

Attached ___5___ pages



CAPE COD COOPERATIVE EXTENSION

Deeds and Probate Building
3195 Main Street · PO Box 367
Barnstable, MA 02630-0367
(508) 375-6690 tel · (508) 362-4518 fax
www.capecodextension.org

To: Matt Charette, Woods Hole Sea Grant Director

From: Mike Maguire, Director, Cape Cod Cooperative Extension (CCCE)

Date: May 10, 2019

Re: Amendment to Omnibus Funding Proposal

This memorandum is sent to confirm the participation of the Barnstable County Cape Cod Cooperative Extension Service (CCCE) in the following project:

*Implementation and Advancement of Sea Grant Visioning Efforts,
Development of Model Floodplain Bylaw*

submitted to Woods Hole Sea Grant by Greg Berman (Coastal Processes Specialist) and Shannon Hulst Jarbeau (CRS & Floodplain Specialist) and), for work during the period September 1, 2019 to August 31, 2021.

Match provided by CCCE for this amendment to the Omnibus project totals \$10,404. If the amendment proposal is successful, the CCCE will accept the additional sub award of \$20,000 and will administer the funds following the scope of work detailed below.

STATEMENT OF WORK

1. A lawyer that specializes in environmental and zoning permitting matters will be hired to review relevant pre-existing state and local bylaws to be used in the drafting of the Model Floodplain Bylaw.
2. The drafting team (comprised of Greg Berman and Shannon Hulst Jarbeau) would create a model floodplain bylaw that has all current FEMA requirements, as well as a suite of additional options that would further improve flood resiliency and earn CRS credit.
3. A technical review committee will be convened to ensure that the Model Floodplain Bylaw is consistent with state laws and does not conflict with existing local laws.

Use buttons below to add or remove additional years

Use buttons below to add or remove extra rows to Fringe and Other

Project Status: New		Project Number: A/S-18		from		to						
SG Program: WHOI		Project Period: 9/1/2019		8/31/2021								
Project Title: Shannon Jarbeau, Greg Berman		Institution: Subaward -Cape Cod Cooperative Extension		YEAR 1		YEAR 2						
		No. of Personnel	Months of Effort	Sea Grant (Federal) Funds	Matching Funds	No. of Personnel	Months of Effort	Sea Grant (Federal) Funds	Matching Funds	Months of Effort	Sea Grant (Federal) Funds	Matching Funds
A. Salaries & Wages												
1) Senior Personnel												
a. (Co) Principal Investigator(s)												
b. Associate (Faculty or Staff)		1	0.50	2,789	3,328	1	0.50	2,930	3,394	1.00	5,719	6,722
2) Other Personnel		1	0.50	2,789	3,328	1	0.50	2,930	3,394	1.00	5,719	6,722
a. Professionals												
b. Research Associates												
c. Research Asst. Grad Students												
d. Prof. School Students												
e. Pre-Bac Students												
f. Secretarial-Clerical												
g. Technical Shop												
h. Misc.												
Total Salaries & Wages (A1a-A2h)		2	1.00	2,789	3,328	2	1.00	2,930	3,394	#VALUE!	5,719	6,722
B. Fringe Benefits												
1) notes			%	1,105	1,807		%	1,163	1,875		2,268	3,682
2) notes			%				%					
3) notes			%	1,105	1,807		%	1,163	1,875		2,268	3,682
Total Fringe Benefits				1,105	1,807			1,163	1,875		2,268	3,682
Total Salaries & Fringe Benefits				3,894	5,135			4,093	5,269		7,987	10,404
C. Permanent Equipment												
D. Expendable Supplies												
E. Travel												
1) Domestic U.S. (inc. Puerto Rico)												
2) Foreign												
Total Travel												
F. Publication & Documentation Costs												
G. Other Costs - the examples provided can be changed												
1) Computer Services												
2) Consultants - Lawyer Bylaw Review				4,500				4,500			9,000	
3) Copying, Library, and Communication												
4) Analytical and Shop Services												
5) Boat time, Vehicle Usage, Space Rental												
6) Tuition / Stipend												
7) Subaward to												
8) Subaward to				4,500				4,500			9,000	
Total Other Costs				4,500				4,500			9,000	
Total Direct Costs				8,394	5,135			9,788	5,269		18,182	10,404
MODIFIED Direct Costs - used for calculating indirect												
H. Indirect Costs - calculated from %*Modified Direct, but you can overwrite												
1) On: Barnstable County Overhead		10	%	839	-	979	-	979	-		1,818	-
2) Off:			%	-	-	-	-	-	-		-	-
3) other:			%	839	-	979	-	979	-		1,818	-
Total Indirect Costs				839	-	979	-	979	-		1,818	-
Total Cost - (Total Direct) + (Total Indirect)				9,233	5,135	10,767	5,269	20,000	10,404		20,000	10,404

**Cape Cod Cooperative Extension
Implementation and Advancement of Sea Grant Visioning Efforts:
Development of Model Floodplain Bylaw
Budget Justification**

I. Fiscal Year 2019 Subcontract to Barnstable County

A. Salaries and Wages

Ia. The Floodplain Specialist (Shannon Hulst Jarbeau) and Coastal Processes Specialist (Greg Berman) are employees of Barnstable County and work as shared extension agents. Two weeks (0.5 months) of salary is requested for the Floodplain Specialist to draft and provide outreach for a model floodplain bylaw. Two weeks (0.5 months) of salary will be provided by the Coastal Processes Specialist as match in the subcontract to Barnstable County's Cape Cod Cooperative Extension. The combined charges for all Floodplain and Coastal Processes Specialist do not exceed 100% of their time including match for the project. Cost of living and wage step increases are built into the budget. The salary and match is detailed below.

- Floodplain Specialist: Salary Request, 0.5 month = \$2,789
- Coastal Processes Specialist: Match Provided, 0.5 month = \$3,328

B. Fringe Benefits

I. The Floodplain Specialist (Shannon Hulst Jarbeau) and Coastal Processes Specialist (Greg Berman) are employees of Barnstable County and work as shared extension agents. Fringe consists of Med, Ret, Group Ins, and WC. Two weeks (0.5 months) of fringe is requested for the Floodplain Specialist to draft and provide outreach for a model floodplain bylaw. Two weeks (0.5 months) of fringe will be provided by the Coastal Processes Specialist as match in the subcontract to Barnstable County's Cape Cod Cooperative Extension. The salary and match is detailed below.

- Floodplain Specialist: Fringe Request, 0.5 month = \$1,105
- Coastal Processes Specialist: Match Provided, 0.5 month = \$1,807

C. Permanent Equipment

- N/A

D. Expendable Supplies

- N/A

E. Travel

- N/A

F. Publications and Documentation Costs

- N/A

G. Other Costs

Consultant – \$4,500 A lawyer, specializing in environmental and zoning permitting matters, will be hired to review existing state and local bylaws to be used as examples for drafting the Model Floodplain Bylaw. The consultant will also assist with drafting of the Model Floodplain Bylaw.

H. Indirect Costs

- 10% is requested for mandatory Barnstable County overhead costs

Total Year 1 Request: \$9,233

Total Year 1 Match: \$5,135

II. Fiscal Year 2020 Subcontract to Barnstable County

A. Salaries and Wages

Ia. The Floodplain Specialist (Shannon Hulst Jarbeau) and Coastal Processes Specialist (Greg Berman) are employees of Barnstable County and work as shared extension agents. Two weeks (0.5 months) of salary is requested for the Floodplain Specialist to draft and provide outreach for a model floodplain bylaw. Two weeks (0.5 months) of salary will be provided by the Coastal Processes Specialist as match in the subcontract to Barnstable County's Cape Cod Cooperative Extension. The combined charges for all Floodplain and Coastal Processes Specialist do not exceed 100% of their time including match for the project. Cost of living and wage step increases are built into the budget. The salary and match is detailed below.

- Floodplain Specialist: Salary Request, 0.5 month = \$2,930
- Coastal Processes Specialist: Match Provided, 0.5 month = \$3,394

B. Fringe Benefits

I. The Floodplain Specialist (Shannon Hulst Jarbeau) and Coastal Processes Specialist (Greg Berman) are employees of Barnstable County and work as shared extension agents. Fringe consists of Med, Ret, Group Ins, and WC. Two weeks (0.5 months) of fringe is requested for the Floodplain Specialist to draft and provide outreach for a model floodplain bylaw. Two weeks (0.5 months) of fringe will be provided by the Coastal Processes Specialist as match in the subcontract to Barnstable County's Cape Cod Cooperative Extension. The salary and match is detailed below.

- Floodplain Specialist: Fringe Request, 0.5 month = \$1,163
- Coastal Processes Specialist: Match Provided, 0.5 month = \$1,875

C. Permanent Equipment

- N/A

D. Expendable Supplies

- N/A

E. Travel

- Funds totaling \$1,195 are requested for the Floodplain Specialist to cover one regional trip each (\$1,195/trip, including transportation, lodging, meals, and registration) to share the model bylaw with other Sea Grant programs and organizations. The conference venue will likely be ASFPM Annual National Conference in Raleigh, North Carolina (May 9 - 13, 2021) or similar.

Regional Meeting

Flight	\$	500
Hotel: 2 nights @ \$149/night		298
Private auto mileage: 400 miles @ \$0.545		226
Per diem: 3 days @ \$57/day		<u>171</u>
	\$	1,195

Grand Total for Year 2 Travel: \$1,195

F. Publications and Documentation Costs

- N/A

G. Other Costs

- Consultant – \$4,500 A lawyer, specializing in environmental and zoning permitting matters, will be hired to review the Model Floodplain Bylaw in order to confirm that it is consistent with state laws and does not conflict with existing local laws.

H. Indirect Costs

- 10% is requested for mandatory Barnstable County overhead costs

Total Year 2 Request: \$10,767

Total Year 2 Match: \$5,269

This project will not generate any environmental data.

AGENDA ITEM 9e

Authorizing a request to the Nantucket County Commissioners to authorize Barnstable County to include Nantucket County in the Invitation for Bids for Trade Contractors on an annual basis pursuant to Section 1-5 of the Barnstable County Home Rule Charter



BARNSTABLE COUNTY COMMISSIONERS

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

HOME RULED CHARTERED
IN 1989

RONALD R. BEATY
Barnstable

RONALD BERGSTROM
Chatham

MARY PAT FLYNN
Falmouth

January 8, 2020

Jason Bridges, Chair
Nantucket County Commissioners
16 Broad Street
Nantucket, MA 02554

Re: Participation in Barnstable County Bids

Dear Mr. Bridges,

Pursuant to the Barnstable County Home Charter, Article 1, Section 1-5, prior to performing regional services for a town not within Barnstable County, the County is required to seek authorization from the governing body of the county in which the proposed services will be delivered. Please accept this as notice that Barnstable County is working on inclusion of Nantucket County in the Invitation for Bids for the Trade Contractors on an annual basis.

If you have any questions or would like to discuss the above services, please do not hesitate to contact Jennifer Frates, Chief Procurement Officer at (508) 375-6637 for additional information.

Sincerely,

Ronald Bergstrom
Chairman

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize a request to the Nantucket County Commissioners to authorize Barnstable County to include Nantucket County in the Invitation for Bids for Trade Contractors on an annual basis pursuant to Section 1-5 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk


AGENDA ITEM 9f

Authorizing the approval of Brown, Lindquist, Fenuccio & Raber Architects, Inc. as the finalist recommendation of the Proposal Evaluation Committee, for the County issued Request for Qualifications for the Barnstable County Farmhouse Expansion (#7893), and delegation of authority to the Committee to negotiate and recommend a contract with the successful bidder, pursuant to the County Designer Selection Procedures

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize the approval of Brown, Lindquist, Fenuccio & Raber Architects, Inc. as the finalist recommendation of the Proposal Evaluation Committee, for the County issued Request for Qualifications for the Barnstable County Farmhouse Expansion (#7893), and delegation of authority to the Committee to negotiate and recommend a contract with the successful bidder, pursuant to the County Designer Selection Procedures, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

January 3, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: General Approval - #7893 RFQ: Designer Services for the Barnstable County Farmhouse Expansion

Last month, Barnstable County issued a Request for Qualifications for the Barnstable County Farmhouse Expansion (#7893) and one proposal was received in response to the above referenced RFQ from Brown, Lindquist, Fenuccio & Raber Architects, Inc.

The project site is located at the Barnstable County Farm on Route 6A, 3675 Main Street, Barnstable, MA. Barnstable County desires to convert the building that formerly housed the farm headquarters and Sheriff's maintenance garage into office, meeting and training space which would accommodate the County Extension Services, increasing its space and its ability to serve the public.

Professional services to be retained are expected to include, but not limited to; the preparation of plans and specifications, cost estimating, schedule/ phasing requirements, construction documents and contract administration for the renovation and rehabilitation of an existing farmhouse and garage are to be renovated and connected by new construction to create a space incorporating office, meeting and public reception needs.

The proposal evaluation team was comprised of Ron Beaty (County Commissioner), Jennifer Frates (Chief Procurement Officer), Mike Maguire (Director of Cape Cod Cooperative Extension), Don Reynolds (Director of Facilities), Jack Yunits (County Administrator) and Linda Zuern (Assembly Delegate, Bourne).

The evaluation team reviewed the proposal and determined that based on the evaluation criteria in the RFQ, the firm is a qualified, reputable business, with extensive experience, including numerous commercial and municipal projects completed on Cape Cod and recommends that the County move to the next phase with Brown, Lindquist, Fenuccio & Raber Architects, Inc.

Please vote to approve the finalist recommendation and authorization the evaluation committee to negotiate and recommend a contract with the successful bidder.

Thank you.

**Barnstable County
Designer Selection Procedures
(Adopted November 1, 2006)**

1. These procedures govern the selection of designers for any municipality or local public agency building project subject to the state designer selection law, M.G.L. c. 7, §§38A½-O. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Barnstable County Commissioners (Approving Body) has the authority to conduct the designer selection process for the Awarding Authority. The Approving Body may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process.

No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:

- a. has a direct or indirect financial interest in the award of the design contract to any applicant;
- b. is currently employed by, or is a consultant to or under contract to, any applicant;
- c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
- d. has an ownership interest in, or is an officer or director of, any applicant.

A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.

4. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;

- b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
5. The RFQ shall include the current Massachusetts Designer Selection Board ["Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction."](#) The Application Form may be amended to include additional information on a project-specific basis.
6. The Committee shall evaluate applicants based on the following criteria:
- a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project; and
 - e. any other criteria that the Committee considers relevant to the project.
7. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.
8. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body.³ No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, §44C shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

9. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.
10. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.
11. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
12. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7 of the General Laws, including those set forth in M.G.L. c. 7, §38K(a)(1).
13. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of

a contract by the designer or construction manager;

- c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
- d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, §39R(c) and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

- 14. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.
- 15. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.
- 16. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall

rank the finalists in order of qualification and select the designer for the emergency work.

17. The Awarding Authority shall publish the name of any designer awarded a contract in the *Central Register*.
18. The following records shall be kept by the Awarding Authority:
 - a. all information supplied by or obtained about each applicant;
 - b. all actions taken relating to the project; and
 - c. any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

19. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7, §38E(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7, Section 38E(g).
20. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.
21. For any municipal design or construction project *that includes funding provided by the Commonwealth, in whole or in part* (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all State Office of Minority and Women Business Assistance requirements.

AGENDA ITEM 9g

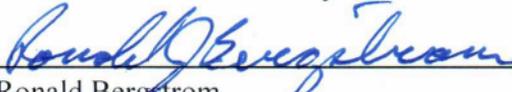
Authorizing the discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 1224064

DISCHARGE OF MORTGAGE

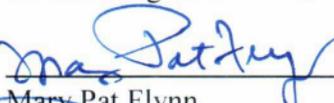
Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Shashikant Rajwadi**, to **Barnstable County, acting by and through the Cape Cod Commission**, dated June 18, 2013 recorded with the Barnstable Land Court Registry as Document No. 1224064 and acknowledges satisfaction of the same.

Witness our hand and seal this 8th day of January, 2020

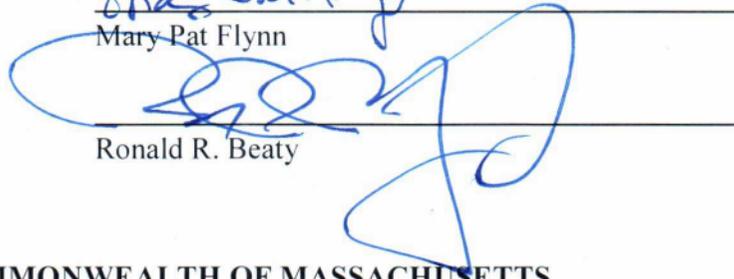
BARNSTABLE COUNTY, As County Commissioners



Ronald Bergstrom



Mary Pat Flynn

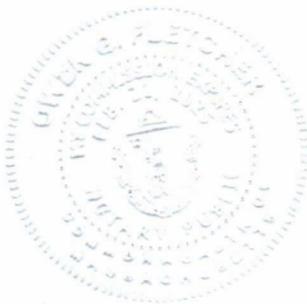


Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 8th day of January, 2020, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.





Notary Public
My Commission Expires: 02/25

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize the discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 1224064, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9h

Authorizing the execution of an Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich (Forestdale)

**BARNSTABLE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM**

**ELIGIBLE PURCHASER CERTIFICATE
22 Greenville Drive, Sandwich (Forestdale), MA (the "Property")**

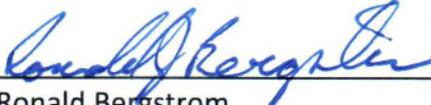
The undersigned, being the Barnstable County Commissioners (the "County"), which is organized and existing under the laws of The Commonwealth of Massachusetts, whose address is Superior Court House, 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 certifies as follows with respect to a certain affordable housing restriction (the "Grantee's Restriction") recorded immediately following that certain deed to Jeremiah S. Griswold and Heather F. Griswold (the "Grantees") dated November 21, 2005 recorded with the Barnstable County Registry of Deeds in Book 20494, Page 72.

1. The Property referred to herein is the Property described in the Grantees' Restriction.
2. Shawn R. McAlpine is the eligible purchaser of the Property.
3. The Maximum Resale Price for the Property is \$199,300. The consideration to be paid by the eligible purchaser to the Grantees for the Property is 199,300.
4. The conveyance of the Property by the Grantees to the eligible purchaser is in compliance with the rights, restrictions, covenants and agreement contained in the Grantees' Restriction.
5. The eligible purchaser of the Property has executed a superseding affordable housing restriction with respect to the Property which is satisfactory in form and substance to the County.
6. The County hereby acknowledges and confirms that upon the conveyance of the Property by the Grantees to the eligible purchaser, the recording of the affordable housing restriction executed by the eligible purchaser to be recorded herewith, and the recording of this Eligible Purchaser Certificate, that the rights, restrictions, agreements, and covenants contained in the Grantees' Restriction shall be null and void.
7. All defined terms used herein shall have the definitions set forth in the Restriction unless otherwise defined herein.

Signature Page to follow:

Executed as a sealed instrument this 8th day of January, 2020

BARNSTABLE COUNTY, As County Commissioners



Ronald Bergstrom



Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

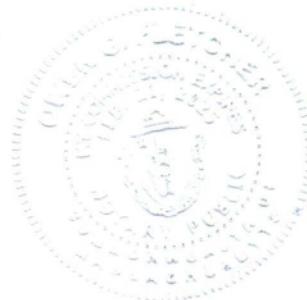
Barnstable, ss.

On this 8th day of January, 2020, before me, the undersigned notary public personally appeared **Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty**, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was personal, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 02/21/23





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

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, County Administrator / County Commissioners
From: Renie Hamman, HOME Program Manager *RH*
RE: Eligible Purchaser Certificate
22 Greenville Drive, Sandwich (Forestdale), MA (the "Property")
Date: January 3, 2020

Enclosed, please find an Eligible Purchaser Certificate for 22 Greenville Drive, Sandwich (Forestdale), MA respectfully requested to be executed by the County Commissioners.

This Property was part of a homeownership project by the Housing Assistance Corporation ("HAC") which received funding assistance from the Barnstable County HOME Program through the Home Buydown Program back in 2005. The Property was sold to an eligible purchaser at that time and an Affordable Housing Restriction was attached to the Property requiring that upon the resale of the Property that another eligible purchaser be located and subjecting the Property to a Maximum Resale Price. The original purchasers of the Property have worked with HAC to locate an eligible purchaser. HAC has certified this purchaser as meeting the requirements for assets and income under the affordable housing program (*see copy of email attached*). Pursuant to the deed, an Eligible Purchaser Certificate is required to be executed by the County Commissioners and recorded in the Registry of Deeds as the time of the closing on the Property.

From: [Gael Kelleher](#)
To: [Irene Hamman](#)
Subject: ELIGIBLE PURCHASER CERTIFICATE-county
Date: Friday, January 3, 2020 12:57:45 PM
Attachments: [ELIGIBLE PURCHASER CERTIFICATE-county.docx](#)

This purchaser Shawn McAlpine has been certified as an eligible purchaser of the property at 22 Greenville Drive in Forestdale. He meets the criteria for assets and income for the program. A new deed restriction (masshousing universal restriction) that will survive foreclosure and is in effect in perpetuity will be signed and recorded at closing

Gael M. Kelleher REALTOR
Director of Real Estate
Cape Community Real Estate
Housing Assistance Corporation
460 West Main Street
Hyannis MA 02601

508-771-5400 x 284
FAX 508-775-7434
Cell 508-364-8593

WWW.CAPECOMMUNITYREALESTATE.COM



COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

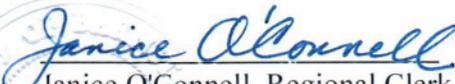
At a meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020, Motion by Commissioner Beaty to authorize the execution of an Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich (Forestdale), as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 8, 2020


Janice O'Connell, Regional Clerk

