

AGENDA PACKET

03/04/20 REGULAR MEETING



BARNSTABLE COUNTY

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

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REVISED REGULAR MEETING AGENDA

POSTED

03/02/20 @ 9:45 AM

DATE: March 4, 2020

REVISED

03/02/20 @ 11:00 AM

TIME: 10:00 AM

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

REVISED

03/02/20 @ 4:30 PM

**Please note the addition of Item 6e and Item 8e*

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of February 26, 2020
6. General Business
 - a. Update on Coronavirus 2019 and Barnstable County
 - b. Authorizing the assessment of the Towns within the County, under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,447,249, as the County Tax for the County of Barnstable for the period of July 1, 2020 through June 30, 2021
 - c. Authorizing the assessment of the Towns within the County, under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,695,920, as the Environmental Protection Fund Tax for the County of Barnstable for the period of July 1, 2020 through June 30, 2021

- d. Annual County Administrator Performance Evaluation
- e. Authorizing the transfer of \$250,000.00 from the General Fund (0001) Unreserved Fund for the purpose of establishing an Emergency Management Fund

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

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

8. Commissioners' Actions

- a. Authorizing the transfer from the License Plate Fund to the Cape Cod Environmental Protection Fund of \$200,000.00 in Fiscal Year 2020 to fund regional economic development plans and projects
- b. Authorizing the execution of an agreement, for a grant from the National Oceanic and Atmospheric Administration (NOAA), through University of Connecticut Sea Grant College Program, and the Woods Hole Oceanographic Institution (WHOI), to the County Cape Cod Cooperative Extension Department, in the amount of \$146,053.00, for the Project "Advancing Southern New England Shellfish Aquaculture through and Engaged Public and Next Generation Decision Support Tools", for a period from September 1, 2019 through August 30, 2022
- c. Authorizing the execution of an amendment to an agreement with BETA Group, Inc., executed March 6, 2018, to provide professional basic environmental engineering and consulting services to address Perfluoroalkyl substances (PFAS) contamination and provide Licensed Site Profession Services for the Fire Rescue Training Academy Site, for a period from March 6, 2018 through June 30, 2020, to extend the period of performance through December 31, 2020
- d. Authorizing the execution of Certificates for Dissolving Septic Betterments
- e. Authorizing the renewal of a contract with Stericycle Environmental Solutions, to to provide Household Hazardous Waste Collections within Barnstable County, for a period from January 1, 2020 through December 31, 2020

9. Commissioners' Reports

10. County Administrator and Staff Reports
11. 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 on February 26, 2020

Agenda Item 6a:

- No documents

Agenda Item 6b:

- Memo to the County Commissioners from Elizabeth J Braccia, Finance Director/Treasurer dated February 14, 2020 with the subject "Approval of the FY2021 County Tax Schedule"

Agenda Item 6c:

- Memorandum to the County Commissioners from Elizabeth J Braccia, Finance Director/Treasurer dated February 14, 2020 with the subject "Approval of the FY2021 Environmental Protection Fund Tax Schedule"

Agenda Item 6e:

- Memorandum to the County Commissioners from Elizabeth J Braccia, Finance Director/Treasurer dated March 2, 2020 regarding "Emergency Management Fund"

Agenda Item 8a:

- Ordinance 19-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2020, beginning July 1, 2019 and ending June 30, 2020. The Cape Cod Regional Government, known as Barnstable County hereby ordains
- Minutes of the Board of Regional Commissioners' Regular meeting on May 9, 2018

Agenda Item 8b:

- Agreement for a grant from the National Oceanic and Atmospheric Administration (NOAA), through University of Connecticut Sea Grant College Program, and the Woods Hole Oceanographic Institution (WHOI), to the County Cape Cod Cooperative Extension Department, in the amount of \$146,053.00, for the Project "Advancing Southern New England Shellfish Aquaculture through and Engaged Public and Next Generation Decision Support Tools", for a period from September 1, 2019 through August 30, 2022

Agenda Item 8c:

- Amendment to an agreement with BETA Group, Inc., executed March 6, 2018, for an estimated fee of \$159,600, to provide professional basic environmental engineering and consulting services to address Perfluoroalkyl substances (PFAS) contamination and provide Licensed Site Profession Services for the Fire Rescue Training Academy Site, for a period from March 6, 2018 through June 30, 2020, to extend the period of performance through December 31, 2020

Agenda Item 8d:

- Memorandum dated March 02, 2020 to the Board of Regional Commissioners from the Community Septic Management Loan Program with the subject "Certificates for Dissolving Septic Betterments"

Agenda Item 8e:

- Contract with Stericycle Environmental Solutions, to to provide Household Hazardous Waste Collections within Barnstable County, for a period from January 1, 2020 through December 31, 2020

AGENDA ITEM 5a

Regular Meeting of February 26, 2020

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

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

Board Regional Commissioners:

Ronald R. Beaty Present

Ronald Bergstrom Present

Mary Pat Flynn Present

Assembly of Delegates:

John Ohman Delegate, Town of Dennis

Staff Present:

Jack Yunits County Administrator

Steve Tebo Assistant County Administrator

Justyna Marczak Human Resources Director

Owen Fletcher Executive Assistant, Administration

Mike Maguire Director, Cape Cod Cooperative Extension

Harriet Booth Marine Resource Specialist, of the Cape Cod Cooperative Extension

Beth Albert Director, Human Services

Renie Hamman HOME Program Manager, Human Services

Gail Coyne Operations Director, Cape Cod Commission

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 Beaty asked for a moment of silence to honor members of the United States Armed Services serving both at home and abroad.

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes**a. Regular Meeting of February 12, 2020**

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of February 12, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business**a. Report by Harriet Booth, Marine Resource Specialist, of the Cape Cod Cooperative Extension, on travel with Josh Reitsma, Fisheries & Aquaculture Specialist, to Shelton, Connecticut for the Milford Aquaculture Seminar, held by Milford Aquaculture Laboratory, Northeast Fisheries Science Center, National Oceanic and Atmospheric Administration (NOAA), from January 13, 2020 through January 15, 2020**

Mr. Maguire introduced Ms. Booth to the Board. Ms. Booth spoke regarding her attendance on the trip and described her experiences as a new staff member.

b. Discussion on County Fire Rescue Training Academy Clean-up status and funding

Mr. Yunits and Mr. Tebo presented to the Board on this issue. Mr. Tebo spoke regarding the clean-up and noted the County was waiting for several approvals from

the Commonwealth's Massachusetts Department of Environmental Protection (MASSDEP). He noted that estimated costs for the clean-up could exceed approximately \$2 million. Mr. Tebo described the County's response to a letter from the Barnstable Water District and noted that it laid out the County's efforts to date.

Chairman Bergstrom suggested the County appropriate money each year even without knowing the final cost for all efforts. The Board had a lengthy discussion on further efforts of the County to address this issue.

c. Annual County Administrator Performance Evaluation

Ms. Marzak detailed the process previous Boards of Regional Commissioners used to evaluate the County Administrator in past years. Commissioner Beaty noted the Administrator's contract did not require the Board to act on this item at the current meeting. The Board decided to place the item on the following regular meeting agenda after each Commissioner considered the Administrator's objectives for next year, and the administrator's performance in the current year.

d. Ordinance 20-01, To increase fees for customers of the Barnstable County Water Laboratory beginning in Fiscal Year 2021 through Fiscal Year 2022

Motion by Commissioner Beaty to approve Ordinance 20-01, To increase fees for customers of the Barnstable County Water Laboratory beginning in Fiscal Year 2021 through Fiscal Year 2022, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 0-0-0

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

There was no new business at this meeting.

8. Commissioners' Actions

a. Authorizing the submission of written notification to the United States Department of Housing and Urban Development (HUD) stating Barnstable County's intention, as the lead entity of the HOME Program, to renew the HOME Consortium for another three-year term for Federal Fiscal Years 2021, 2022, and 2023

Motion by Commissioner to authorize the submission of written notification to the United States Department of Housing and Urban Development (HUD) stating Barnstable County's intention, as the lead entity of the HOME Program, to renew the HOME Consortium for another three-year term for Federal Fiscal Years 2021, 2022, and 2023, as presented., 2nd by Commissioner , approved 0-0-0

Ms. Albert, Ms. Hamman, and Mr. Yunits addressed the Board on this item. Mr. Yunits commended Ms. Hamman for her work managing the HOME Program. He also noted Barnstable County would lose access to federal funding for this program due to Federal requirements if the County government did not take on this role. The Board had a lengthy discussion regarding the past finances of the program.

- b. Authorizing the appointment to the Barnstable County Health and Human Services Advisory Council of Meg Payne as member and Lisa Bushy as alternate, representing the Visiting Nurse Association of Cape Cod, for a term from February 21, 2020 through May 31, 2023**

Motion by Commissioner Beaty to authorize the appointment to the Barnstable County Health and Human Services Advisory Council of Meg Payne as member and Lisa Bushy as alternate, representing the Visiting Nurse Association of Cape Cod, for a term from February 21, 2020 through May 31, 2023, as presented., 2nd by Commissioner Flynn, approved 0-0-0

- c. Authorizing the approval of a grounds request from the American Cancer Society to use the County's Superior Court Complex for its annual Making Strides Against Breast Cancer Event on October 18, 2020**

Motion by Commissioner Beaty to authorize the approval of a grounds request from the American Cancer Society to use the County's Superior Court Complex for its annual Making Strides Against Breast Cancer Event on October 18, 2020, subject to the provisions set forth in the current County Use Policy including yet not limited to: 1) post event clean-up; 2) insurance; and 3) other such provisions set forth by the Facilities Director, 2nd by Commissioner Flynn, approved 0-0-0

- d. Authorizing the execution of a contract, acting through the Cape Cod Commission, with Quantum Spatial, Inc, in the amount of \$130,700.00, to collect and produce high resolution orthoimagery for a period through August 31, 2020, for a period through August 31, 2020**

Motion by Commissioner Beaty to authorize the execution of a contract, acting through the Cape Cod Commission, with Quantum Spatial, Inc, in the amount of \$130,700.00, to collect and produce high resolution orthoimagery for a period through August 31, 2020, for a period through August 31, 2020, as presented., 2nd by Commissioner Flynn, approved 0-0-0

- e. Authorizing the discharge of a mortgage by Anne M. Minor to Barnstable County, acting by and through the Cape Cod Commission, dated February 9, 2004, and recorded with the Barnstable County Registry of Deeds in Book 18300, Page 36**

Motion by Commissioner Beaty to authorize the discharge of a mortgage by Anne M. Minor to Barnstable County, acting by and through the Cape Cod Commission, dated February 9, 2004, and recorded with the Barnstable County Registry of Deeds in Book 18300, Page 36, as presented., 2nd by Commissioner Flynn, approved 0-0-0

f. Authorizing the execution of Certificates for Dissolving Septic Betterments

The Board received no certificates for execution at this meeting.

9. Commissioners' Reports

Commissioner Beaty asked for an update regarding efforts on Cape Cod and in Massachusetts to deal with the 2019 Coronavirus at the next regular meeting.

10. County Administrator and Staff Reports

Mr. Yunits spoke regarding his attendance at wastewater and septic system meetings. He also spoke regarding the County preparations to address the 2019 Coronavirus. Mr. Yunits further reported on his trip to the Town of Eastham to speak as part of the County's outreach. Finally, Mr. Yunits gave a report on the current operations of the County dredge and noted the County's Licensed Site Professional for the Fire Rescue Training Academy clean-up would present an update to the Board at a regular Board meeting in March.

11. Adjournment

Barnstable, ss. At 10:47 A.M. on this twenty-sixth day of February, 2020, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft minutes of the Board of Commissioners' Regular Meeting of February 12, 2020
- Out of State Travel Report from Josh Reitsma, Fisheries & Aquaculture Specialist, Cape Cod Cooperative Extension, regarding travel from January 13, 2020 through January 15, 2020 to the Milford Aquaculture Seminar in Shelton, Connecticut
- Out of State Travel Report from Harriet Booth, Marine Resource Specialist, Cape Cod Cooperative Extension, regarding travel from January 13, 2020 through January 15, 2020 to the Milford Aquaculture Seminar in Shelton, Connecticut
- Barnstable County Performance Appraisal System for Managers
- Ordinance 20-01, To increase fees for customers of the Barnstable County Water Laboratory beginning in Fiscal Year 2021 through Fiscal Year 2022

- Memorandum to Jack Yunits, Jr., County Administrator and the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Renewal" dated February 11, 2020
- Draft correspondence dated February 20, 2020 to Samantha Graves, CPD Representative, HUD-Community Planning and Development Office, regarding "Re: Renewal of Barnstable County HOME Consortium" from Jack T. Yunits, Barnstable County Administrator
- Barnstable County Health and Human Services Advisory Council Nomination Form for the Visiting Nurse Association of Cape Cod submitted by Meg Payne on February 18, 2020
- Correspondence dated February 1, 2020 to the County Commissioners from Susie Frost, Community Manager, American Cancer Society regarding its Making Strides Against Breast Cancer Event
- Agreement with Quantum Spatial, Inc., acting through the Cape Cod Commission, in the amount \$130,700.00 to collect and produce high resolution orthoimagery for a period through August 31, 2020
- Discharge of a mortgage by Anne M. Minor to Barnstable County, acting by and through the Cape Cod Commission, dated February 9, 2004 and recorded with the Barnstable County Registry of Deeds in Book 18300 Page 36

Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved, March , 2020.

A true copy, attest:

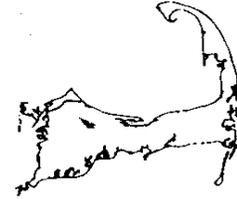
Janice O'Connell, Regional Clerk

AGENDA ITEM 6b

Authorizing the assessment of the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,447,249, as the County Tax for the County of Barnstable for the period of July 1, 2020 through June 30, 2021



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



Elizabeth J Braccia
Finance Director/County Treasurer

To: County Commissioners
From: Elizabeth J Braccia, Finance Director/Treasurer
Date: February 14, 2020

Subject: Approval of the FY2021 County Tax Schedule

Please VOTE to assess the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,447,249, as the County Tax for the County of Barnstable for the period of July 1, 2020 through June 30, 2021.

This reflects the statutorily allowable 2.5% increase in the Barnstable County Tax as defined by Massachusetts General Laws.

TOWN	FY 2021 COUNTY TAX
BARNSTABLE	\$ 586,401
BOURNE	\$ 188,925
BREWSTER	\$ 160,953
CHATHAM	\$ 289,520
DENNIS	\$ 283,631
EASTHAM	\$ 116,789
FALMOUTH	\$ 484,823
HARWICH	\$ 223,764
MASHPEE	\$ 220,329
ORLEANS	\$ 166,842
PROVINCETOWN	\$ 120,715
SANDWICH	\$ 168,805
TRURO	\$ 90,291
WELLFLEET	\$ 99,124
YARMOUTH	\$ 246,337
	<hr/>
	\$ 3,447,249

Approved:

Ronald Bergstrom

Mary Pat Flynn

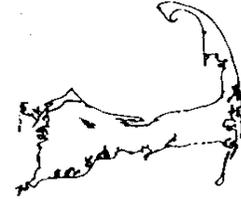
Ronald Beaty

AGENDA ITEM 6c

Authorizing the assessment of the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,695,920, as the Environmental Protection Fund Tax for the County of Barnstable for the period of July 1, 2020 through June 30, 2021.



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



Elizabeth J Braccia
Finance Director/County Treasurer

To: County Commissioners
From: Elizabeth J Braccia, Finance Director/Treasurer
Date: February 14, 2020

Subject: Approval of the FY2021 Environmental Protection Fund Tax Schedule

Please VOTE to assess the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,695,920, as the Environmental Protection Fund Tax for the County of Barnstable for the period of July 1, 2020 through June 30, 2021.

This reflects the statutorily allowable 2.5% increase in the Environmental Protection Fund Tax as defined by Massachusetts General Laws.

TOWN	FY 2021 CCEPF TAX
BARNSTABLE	\$ 628,701
BOURNE	\$ 202,552
BREWSTER	\$ 172,565
CHATHAM	\$ 310,405
DENNIS	\$ 304,091
EASTHAM	\$ 125,214
FALMOUTH	\$ 519,796
HARWICH	\$ 239,906
MASHPEE	\$ 236,223
ORLEANS	\$ 178,877
PROVINCETOWN	\$ 129,423
SANDWICH	\$ 180,982
TRURO	\$ 96,804
WELLFLEET	\$ 106,274
YARMOUTH	\$ 264,107
	\$ 3,695,920

Approved:

Ronald Bergstrom

Mary Pat Flynn

Ronald Beaty

AGENDA ITEM 6d

Annual County Administrator Performance Evaluation

**BARNSTABLE COUNTY
PERFORMANCE APPRAISAL SYSTEM
FOR MANAGERS**

Department:	
Employee Name:	
Employee's Job Title:	
Grade:	
Appraisal Year (FY):	
(M)id-Year or (A)nnual:	Annual
Review Date:	
Reviewed By:	

Note: This document shall be kept as part employee's employment record.

PERFORMANCE OBJECTIVES

The manager and reviewing manager will jointly develop a series of priority objectives to be accomplished during the next 12 months. Care should be taken that each objective states what the manager plans to accomplish, identifies one or more performance measures to determine whether each objective is accomplished, and specifies the target date of completion.

1:
2:
3:
4:

MID-YEAR REVIEW OBJECTIVES

Short Title	On, Ahead or Behind Schedule	Corrective Action or Support
1:		
2:		
3:		
4:		

COMMENTS:

PERFORMANCE CRITERIA

The ensuing four criteria are designed for appraising the person's performance in several critical areas of management. When the manager and reviewing manager meet at the beginning of the year to establish objectives, they will also review each of these criteria as they relate specifically to that manager's responsibilities.

As part of the mid-year progress review, the reviewing manager will also make a preliminary assessment of the manager's performance against these criteria. A final assessment based on a full year's performance, will be made at the close of the fiscal year along with an appraisal of the manager's attainment of objectives. In all cases, appraisals will be based on the following rating scale:

THE RATING SCALE

OUTSTANDING	<p>Been a unique performer who has consistently surpassed the responsibilities of the position and achieved well beyond normal expectations.</p> <p>Demonstrated outstanding knowledge and total mastery of the job.</p> <p>Shown exceptional accomplishments, often overcoming difficult obstacles.</p> <p>Demonstrated initiative and creativity that clearly contributed to a significant improvement in the department's or County's services</p> <p>NOTE: This rating should only be used in rare and well substantiated cases.</p>
MORE THAN SATISFACTORY	<p>Frequently exceeded established standards or objectives.</p> <p>Often demonstrated initiative and creativity.</p> <p>Mastered and carried out all phases of job responsibility with minimum supervision.</p> <p>Performed at a consistently high level.</p>
COMPLETELY SATISFACTORY	<p>Generally met and occasionally exceeded established standards or objectives.</p> <p>Performed reliably and required only normal supervision and follow-up.</p> <p>Possessed and fully utilized knowledge, skills and ability to meet the responsibilities of the position held.</p>
LESS THAN SATISFACTORY	<p>Performed somewhat below the completely satisfactory level.</p> <p>Not fully met established standards or objectives, and often required close supervision and corrective action</p> <p>Shown limited knowledge, skills and ability to meet job responsibilities.</p>
UNSATISFACTORY	<p>Performed at an unacceptable level; poor performance has had an adverse effect on the department's operations, other employees, and/or citizens.</p> <p>Consistently not met standards or fulfilled job responsibilities.</p> <p>NOTE: This rating should only be used in those cases where efforts to develop the employee have been made and proved unsuccessful</p>

CRITICAL AREAS OF PERFORMANCE

Check (x or √) rating that best applies

1. LEADERSHIP

	O	MS	CS	LS	U
A. Establishes a clear sense of direction, sets specific objectives, and mobilizes the people and resources to meet those objectives.					
B. Effectively and wisely delegates responsibility and authority to employees.					
C. Motivates staff to give their best, to develop to their full potential, and to perform effectively.					
D. Develops staff as individuals and team players.					
E. Gains the trust and respect of employees.					
COMMENTS:↓ Summary					

Check (x or √) rating that best applies

2. PLANNING AND ORGANIZING

	O	MS	CS	LS	U
A. Visualizes the end results of projects and develops effective strategies for achieving those results.					
B. Anticipates problems before they arise and plans for ways to deal with them.					
C. Sets priorities; gets important things done first..					
D. Involves staff and other critical people in the planning process, helping them to become better planners.					
E. Makes assignments that utilize people's skills, coordinates their effort, and follows through.					
COMMENTS:↓ Summary					

Check (x or √) rating that best applies

3. COMMUNICATION

	O	MS	CS	LS	U
A. Presents ideas, plans and instructions in a clear, concise and persuasive manner.					
B. Is open to and directly solicits the reaction and ideas of others.					
C. Handles controversial or conflict situations calmly and constructively by reducing tensions, getting at the real issues, and (where possible) figuring out how to reconcile differences.					
D. Writes clearly; presents information and ideas in an organized and thoughtful way.					
COMMENTS:↓ Summary					

Check (x or √) rating that best applies

4. PROBLEM SOLVING AND DECISION MAKING

	O	MS	CS	LS	U
A. Defines problems, collects and analyzes pertinent information, generates multiple options, and develops effective solutions.					
B. Demonstrates good judgment on when and how to involve others in solving problems and making decisions.					
C. Makes sound decisions under difficult or pressurized circumstances, consistently taking account of time, cost and human factors.					
D. Follows through on the implementation of decisions.					
COMMENTS:↓ Summary					

I. Objectives

Please refer back to your appraisal of this manager on the objectives agreed to at the beginning of the fiscal year and place the number corresponding to each rating in the appropriate box below. For example, if the manager "Achieved" objective #1, you would place a 3 in the second box next to that objective. Then add the subtotals and multiply by 1.25 to get the total score.

Short Title	(4) Exceeded	(3) Achieved	(2) Partially Achieved	(0) Did Not Achieve
1.				
2.				
3.				
4.				
SUBTOTALS				

SUM OF SUBTOTALS _____ X 1.25 = TOTAL (max 20) = _____

COMMENTS:

II. Performance Criteria

Please refer back to your appraisal of this manager on the four performance criteria and place the number corresponding to each rating in the appropriate box below. For example, if you checked "More Than Satisfactory" on the criterion "leadership" you would write a 4 in the second box next to that criterion. Then add the numbers in the vertical columns to produce five subtotals and add the subtotals to produce the total score.

Functions	(5) Outstanding	(4) More Than Satisfactory	(3) Completely Satisfactory	(1) Less Than Satisfactory	(0) Unsatisfactory
LEADERSHIP					
PLANNING & ORGANIZING					
COMMUNICATIONS					
PROBLEM SOLVING & DECISION MAKING					
SUBTOTALS					

TOTAL POINTS (max 20) = _____

COMMENTS:

GRAND TOTAL POINTS (max 40) = _____

SUMMARY

Please check (x or √) the rating that corresponds to the overall score determined in the annual review (the combined total for scores on objectives and performance criteria). The maximum is 40 points.

	Outstanding	37 - 40
	More Than Satisfactory	32 - 36
	Completely Satisfactory	23 - 31
	Less Than Satisfactory	9 - 22
	Unsatisfactory	Below 9

PROFESSIONAL DEVELOPMENT

Specific skills and knowledge that need to be developed during the next year:

Training and development plan:

SIGNATURES (Pen Only Please!)

Supervising Manager's Signature/Comments:

Midyear review: _____ Date: _____

Annual review: _____ Date: _____

Comments on overall appraisal:

Reviewing Manager's Signature/Comments:

Midyear review: _____ Date: _____

Annual review: _____ Date: _____

Comments on overall appraisal:

Employee's Signature/Comments:

Midyear review: _____ Date: _____

Annual review: _____ Date: _____

Comments on overall appraisal:

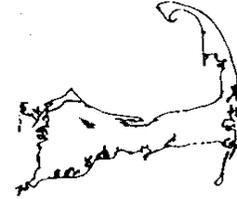
HR review: _____ Date: _____

AGENDA ITEM 6e

Authorizing the transfer of \$250,000.00 from the General Fund (0001) Unreserved Fund for the purpose of establishing an Emergency Management Fund



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



Elizabeth J Braccia
Finance Director/County Treasurer

To: County Commissioners
From: Elizabeth J Braccia, Finance Director/Treasurer
Date: March 2, 2020

Re: Emergency Management Fund

We respectfully request a transfer of \$250,000 from the General Fund (0001) Unreserved fund for the purpose of establishing an Emergency Management Fund. Said fund will be managed by our Health Director or his assignee and used specifically for expenditures associated with a declared emergency.

Emergency Management Fund	Amount
8081	\$250,000

Respectfully Submitted,

Elizabeth J Braccia

AGENDA ITEM 8a

Authorizing the transfer from the License Plate Fund to the Cape Cod Environmental Protection Fund of \$200,000.00 in Fiscal Year 2020 to fund regional economic development plans and projects

BARNSTABLE COUNTY

In the Year Two Thousand Nineteen

Ordinance 19-05

Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2020, beginning July 1, 2019 and ending June 30, 2020. The Cape Cod Regional Government, known as Barnstable County hereby ordains;

SECTION 1. A budget consisting of the appropriations listed in SECTION 2 below be adopted for the Fiscal Year July 1, 2019 through June 30, 2020.

SECTION 2. Appropriations for said budget are as follows:

PLANNING AND DEVELOPMENT

Cape Cod Commission	\$6,049,370
Total Planning and Development	\$6,049,370

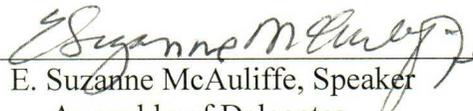
TOTAL FY 2020 BUDGET **\$6,049,370**

SECTION 3. No appropriation listed above may be exceeded without appropriate ordinance action to amend the budget.

SECTION 4. The public notice for this proposed ordinance was published at least 48 hours prior to the February 13, 2019 meeting of the Board of Regional Commissioners.

SECTION 5. This ordinance shall take effect on July 1, 2019.

Adopted by the Assembly of Delegates on May 1, 2019

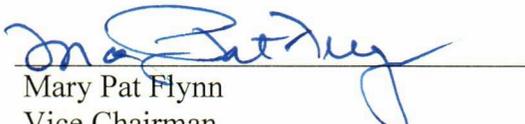


E. Suzanne McAuliffe, Speaker
Assembly of Delegates

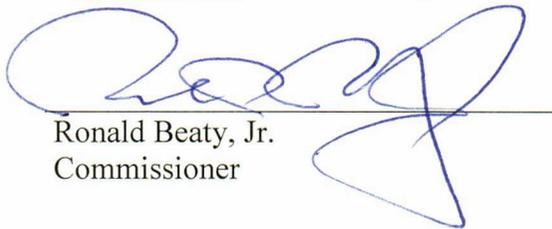
Approved by the Board of County Commissioners May 19, 2019 (date), at 10:00 A.M. (time).



Ronald Bergstrom
Chairman



Mary Pat Flynn
Vice Chairman



Ronald Beaty, Jr.
Commissioner

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the East Wing Conference Room, in the Old Jail Building, on the eighth of May, A.D. 2019, motion by Commissioner Beaty to approve Ordinance 19-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2020, pursuant to Section 3 – 8 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, May 9 , 2019



Janice O'Connell
Barnstable County Regional Clerk

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the Superior Courthouse in Barnstable, on the ninth day of May, A.D. 2018

Board Regional Commissioners:

Ronald R. Beaty Present

Leo G. Cakounes Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Steve Tebo Interim Assistant County Administrator/Director of Facilities

Owen Fletcher Executive Assistant, Administration

Mary McIsaac Director of Finance/Treasurer

Beth Albert Director, Human Services

Kristy Senatori Acting Director, Cape Cod Commission

Gail Coyne Fiscal Manager, Cape Cod Commission

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Cakounes called the meeting to order at 10:06 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public commented at this meeting.

5. Approval of Minutes**a. Regular Meeting of April 11, 2018**

Motion by Commissioner Beaty to approve the regular meeting minutes of May 2, 2018 as presented, 2nd by Commissioner Cakounes, approved 3-0-0

6. General Business**a. Authorizing the nomination of the winner for and awarding of the 2018 Mercy Otis Warren Cape Cod Woman of the Year Award.**

Motion by Commissioner Beaty to authorize the announcement of the winner for the 2018 Barnstable County Mercy Otis Warren Cape Cod Woman of the Year Award as presented, 2nd by Commissioner Flynn, approved 3-0-0

Chairman Cakounes explained the process used to choose the Award Winner. He announced that this year's winner is Nancy Shoemaker, and Commissioner Beaty read the winner's biography into the record.

b. Authorizing the execution of a memorandum of agreement with the Cape Cod Commission regarding a mutual understanding and procedures for internal billing and requested services

Motion by Commissioner Beaty to authorize the draft memorandum of agreement with the Cape Cod Commission regarding a mutual understanding and procedures for internal billing and requested services and forward to the executive committee of CCC for approval, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Chairman Cakounes expressed his intent to permit time for the Executive Committee of the Cape Cod Commission to also review the draft of the agreement and provide input. Commissioner Beaty clarified that the agreement would come back to the Board for further review. Mr. Yunits expressed his support for this process. He spoke about the history of the relationship between the two bodies.

c. Discussion on the disbursement of Cape & Islands License Plate Funds to the Cape Cod Commission and other organizations

Motion by Commissioner Beaty to authorize the encumbrance of an amount not to exceed \$200,000.00 within the License Plate Fund for the purpose of funding the Economic Developments Plans and Projects within the Cape Cod Commission, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Chairman Cakounes explained that there is approximately \$400,000.00 in the relevant account under the control of the Board. He also explained the expected uses of those funds. Commissioner Beaty sought to ensure that the funds only be used for economic development as intended. Chairman Cakounes further explained that the Board would no longer give the Cape Cod Commissioner a large amount of money without the funds being available. Sue Moran, Delegate from Falmouth, of the Assembly of Delegates spoke about the first meeting of the Barnstable County Economic Development Committee. Chairman Cakounes expressed his intent to seek the input from that committee on this process.

- d. Proposed Ordinance 18:__, Transferring funds from the Special Projects Reserve Fund to continue funding for a component of Cape Cod's Comprehensive Coastal Water Quality Monitoring Program, consistent with the three-year agreement between the Center for Coastal Studies and Barnstable County, as presented**

The Board engaged in a discussion regarding whether new action was required on this item after the motion the Board passed at the previous weeks' meeting. Mr. Yunits advised that there was no new approval required.

- e. Discussion on authorizing the filling of a vacancy for a full-time administrative assistant, in the Human Services Department, as recommended by the Hiring Committee**

Motion by Commissioner Beaty to rescind the action taken on May 2, 2018 under item 6 (g), in that it described a position incorrectly, 2nd by Commissioner Flynn, approved 3-0-0

Motion by Commissioner Beaty to authorize the filling of a vacancy for a full-time administrative assistant, in the Human Services Department, as recommended by the Hiring Committee, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Chairman Cakounes asked to rescind the item from last week because there was confusion regarding the merging of two (2) positions last year.

- f. Discussion on authorizing the filling of a vacancy for a part-time, fully grant funded position, related to the Homeless Management Information System (HMIS), in the Human Services Department, as recommended by the Hiring Committee**

Motion by Commissioner Beaty to authorizing the filling of a vacancy for a part-time, fully grant funded position, related to the Homeless Management Information System (HMIS), in the Human Services Department, as recommended by the Hiring Committee, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. Albert explained to the Board the need for the position and its relationship to the Housing Assistance Corporation. Commissioner Beaty ensured the maximum hours and the fact that the position does not get health benefits.

g. Ordinance 18-04, Establishing a Job description for a Clerk of the Assembly of Delegates

Motion by Commissioner Beaty to reject Ordinance 18-04, establishing a job description for the Clerk of Assembly Delegates as presented, return it to the Assembly of Delegates, and furthermore, authorize the Chair to draft and attach a letter of explanation as required per County Charter, 2nd by Commissioner Flynn, approved 3-0-0

The Board engaged in a lengthy discussion regarding the ordinance which included Mr. Yunits and Delegate Moran. The Chairman said he would not support the job description due to its classification. He also noted that it was the County Administrator's duty to classify it. Delegate Moran explained the Assembly's rationale behind the Ordinance, and its desire to preserve governmental checks and balances between the Board and the Assembly. The consensus of the Board was that there should be further discussion on this item. The Chair drafted a letter and forwarded it to the Assembly.

h. Ordinance 18-05, Authorizing the Board of Commissioners to purchase capital equipment and implement capital improvement

Motion by Commissioner Beaty to approve Ordinance 18-05, previously approved by the Assembly of Delegates on May 2, 2018 in the amount of \$388,000.00 Authorizing the Board of Commissioners to purchase capital equipment and implement capital improvement, as presented, 2nd by Commissioner Flynn, approved 3-0-0

i. Ordinance 18-06, Adopting an Operating Budget for the Dredge Enterprise Fund for Fiscal Year 2019

Motion by Commissioner Beaty to approve Ordinance 18-06, previously approved by the Assembly of Delegates on May 2, 2018 in the amount of \$2,026,000.00 adopting an Operating Budget for the Dredge Enterprise Fund for Fiscal Year 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

j. Ordinance 18-07, Adopting an Operating Budget for the Fiscal Year 2019

Motion by Commissioner Beaty to approve Ordinance 18-07, previously approved by the Assembly of Delegates on May 2, 2018 in the amount of \$27,354,113.00 adopting an Operating Budget for the Fiscal Year 2019, as presented, 2nd by Commissioner Flynn, approved 2-1-0

Chairman Cakounes voted no due to the Assembly returning expenditures to the budget for various items.

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

Chairman Cakounes detailed his receipt the morning of the meeting of the resignation of Barbara Burgo, Chair of the Human Rights Commission.

Motion by Commissioner Beaty to accept the resignation of Barber Burgo, submitted 5/9/2018 @ 9:45 A.M. via e-mail to the Chair, 2nd by Commissioner Flynn, approved 3-0

8. Commissioners' Actions

- a. Authorizing the approval of a reimbursement request for Kristy Senatori, Acting Executive Director of the Cape Cod Commission, for the period of February 6, 2018 through April 20, 2018**

Motion by Commissioner Beaty to authorize the approval of a reimbursement request for Kristy Senatori, Acting Executive Director of the Cape Cod Commission, for the period of February 6, 2018 through April 20, 2018, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- b. Authorizing the approval of a reimbursement request for Jack Yunits, County Administrator, for the period of March 14, 2018 through April 9, 2018**

Motion by Commissioner Beaty to authorize the approval of a reimbursement request for Jack Yunits, County Administrator, for the period of March 14, 2018 through April 9, 2018, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- c. Authorizing a vacation carryover request for Mary McIsaac, Finance Director/Treasurer**

Motion by Commissioner Beaty to authorize the approval of a vacation carryover request for Mary McIsaac, Finance Director/Treasurer, to be used on or before June 1, 2018 as presented, 2nd by Commissioner Flynn, approved 3-0-0,

- d. Authorizing the award of a contract to Peterson Oil and Cape Cod Biofuels, Inc., for the Supply and Delivery of Fuel Oil to Barnstable County and other Political subdivisions, for the period of July 1, 2018 to June 30, 2019**

Motion by Commissioner Beaty to authorize the award of a contract to Peterson Oil and Cape Cod Biofuels, Inc., for the Supply and Delivery of Fuel Oil to Barnstable County and other Political subdivisions, for the period of July 1, 2018 to June 30, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- e. Authorizing the execution of a contract with Timmons Group, on behalf of the Cape Cod Commission, for the design of a coastal resiliency web application, for an amount not to exceed \$85,000.00, for a period through January 31, 2019**

Motion by Commissioner Beaty to authorize the execution of a contract with Timmons Group, on behalf of the Cape Cod Commission, for the design of a coastal resiliency web application, for an amount not to exceed \$85,000.00, for a period through January 31, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- f. Authorizing the award of contracts to: George S. Coyne Chemical Co., Inc; Borden & Remington Corp.; and Univar USA Inc. for the Supply and Delivery of Chemicals to Water Departments in the County for the period of July 1, 2018 to June 30, 2019**

Motion by Commissioner Beaty to authorize the award of contracts to: George S. Coyne Chemical Co., Inc; Borden & Remington Corp.; and Univar USA Inc. for the Supply and Delivery of Chemicals to Water Departments in the County for the period of July 1, 2018 to June 30, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- g. Authorizing the award of a contract to Union Studio, on behalf of the Cape Cod Commission for technical services related to compact development planning, design and form-based code, for a period through eighteen (18) months from the date of execution**

Motion by Commissioner Beaty to authorize the award of a contract to Union Studio, on behalf of the Cape Cod Commission for technical services related to compact development planning, design and form-based code, for a period through eighteen (18) months from the date of execution, as presented, 2nd by Commissioner Flynn, approved 3-0-0

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

I move to authorize the Execution of Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

Chairman Cakounes discussed herbicide use by NSTAR and forming a committee regarding use of the County Complex. Chairman Cakounes also spoke regarding his attendance at the wake and funeral of Sergeant Gannon on Tuesday and Wednesday of last week. He thanked all who aided in the arrangements and coordination of the Service, with special thanks to County Staff.

Chairman Cakounes also spoke regarding a meeting he attended with Senator Cyr on the Route 6 Rest Area future, a meeting with Fire Rescue Training Academy staff and interested parties on including Police training on site, his attendance at Family Day at Fire Training Academy on Saturday, and a forum given by Senator Elizabeth Warren on Opioid addiction. Finally, he updated the Board of his attendance at recent Barnstable County Retirement Board Meetings and plans to take required courses.

9. County Administrator and Staff Reports

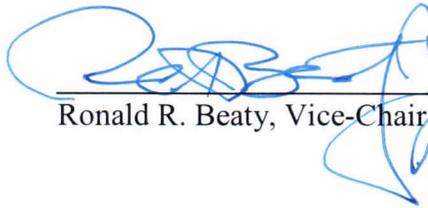
Mr. Yunits spoke regarding meetings he attended at Joint Base Cape Cod. He also detailed grant money available to the Water Quality Lab. Finally, he spoke regarding the Human Rights Academy.

10. Adjournment

Barnstable, ss. at 11:36 A.M. on this ninth day of May A.D. 2018, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Cakounes approved 3-0-0.

Approved, Board of Regional Commissioners:


Leo G. Cakounes, Chair


Ronald R. Beaty, Vice-Chair


Mary Pat Flynn, Commissioner

05/23/18
Date

The foregoing records have been read and approved, May 30, 2018.

A true copy, attest:


Janice O'Connell, Regional Clerk

AGENDA ITEM 8b

Authorizing the execution of an agreement, for a grant from the National Oceanic and Atmospheric Administration (NOAA), through University of Connecticut Sea Grant College Program to the County Cape Cod Cooperative Extension Department, in the amount of \$146,053.00, for the Project "Advancing Southern New England Shellfish Aquaculture through and Engaged Public and Next Generation Decision Support Tools", for a period from September 1, 2019 through August 30, 2022

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator/Subrecipient		
Woods Hole Oceanographic Institution		Barnstable Cty/Cape Cod Cooperative Extension		
Address: Grant and Contract Services 266 Woods Hole Rd., MS#39 Woods Hole, MA 02543-1050		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		
Awarding Institution: UCONN	U Conn Subaward No: 368912	Total Amt of Awd to WHOI: \$100,337.00	Prime Award Issue Date: 10/28/2019	
Prime Federal Awarding Agency: DOC/NOAA		FAIN/FED AWARD ID No: NA18OAR4170081	Total Amt of Fed Awd to UCONN: \$361,514.00	
CFDA Title: Sea Grant Support		CFDA No. 11.417		
Subaward (Sub) Period of Performance: 9/01/2019-8/31/2022	Sub Budget Period: 9/01/2019-8/31/2020	Sub. Amt. Currently Available: \$46,763.00	Sub Anticipated Total: (incremental): \$146,053.00	
WHOI PD: Dr. Matthew Charette		Collaborator PI: Abigail Archer and Joshua Reitsma		
Project Title: “Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools”				
WHOI Subaward (Sub) No: A101480	Indirect Rate: 10%	WHOI Project No.: 78891200	Subject to FFATA: (see Attachment 3B) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Deliverables/Reporting Requirements <input checked="" type="checkbox"/> Incremental Funding Statement <input checked="" type="checkbox"/> Closeout Document <input checked="" type="checkbox"/> Cost Share Statement (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 for allowable costs. Upon the receipt of proper invoices, 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 listed on Attachment 4. Invoices should be sent electronically to WHOI’s Financial Contact, as shown in Attachment 3A. Invoices that do not reference WHOI’s subaward number 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 3A.
- 3) A final invoice or final financial statement of cumulative costs incurred, including cost sharing if applicable, 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 at Appendix A), NOT LATER THAN fifty (45) days after subaward end date. The final invoice or final financial statement of cumulative costs incurred 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 Principle Director/Project Investigator, as shown in Attachment 3A. Technical reports are required as shown in Attachment 4, “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, shall 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 (30) 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 or 45 CFR Part 75 Appendix 1X, as applicable.
- 9) No-cost extensions require the written approval of WHOI. Any requests for a no-cost extension shall be directed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty (30) days prior to the desired effective date of the requested change.
- 11) By signing this Research Subaward Agreement Collaborator certifies that it will perform the work under this agreement in accordance with the terms of this agreement, including Attachment 1 and 2, the applicable terms of the Prime Award, federal, state and local law, rules and regulations, including the research terms and conditions (RTC) and the Collaborator's policies.

<p>Authorized Official of WHOI:</p> <hr/> <p>Susan P. Ferreira, Post Award Manager Grant and Contract Services</p> <p style="text-align: right;">Date</p>	<p>Authorized Official of Collaborator:</p> <hr/> <hr/> <p>Name: _____ Date _____ Title: _____</p>
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Attachment 1

WHOI Cost Reimbursable Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of COLLABORATOR 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.

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)

Collaborator certifies by signing this Subaward Agreement that neither it 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

Collaborator certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by §200.501-200.521. and will provide access to records as required by §200.336, 200.337, and §200.201 as applicable.

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; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this 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
WHOI Cost Reimbursable Research Subaward Agreement
Copy of Prime Award Terms and Conditions

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. *2 CFR §200 and*
 - b. *Research Terms and Conditions (RTC) and the Federal Awarding Agency's Specific Requirements* found at: <https://www.nsf.gov/awards/managing/rtc.jsp>;
 - c. *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;
 - d. *Department of Commerce Financial Assistance Standard Terms and Condition Dated April 30, 2019*; both c. and d. found at: http://www.osec.doc.gov/oam/grants_management/policy/default.htm
 - e. *NOAA Financial Assistance Administrative Term-Revised December 13, 2017* found at: <https://www.whoi.edu/page.do?pid=22038>
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 Prime or 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 Awarding Agency's and Federal Awarding Agency's data sharing and access requirements as reflected in the NOA, The Special Award Conditions, the DOC Financial Assistance Standard Terms and Conditions and the Data Management/Sharing Plan submitted to the Awarding Agency and 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.

5. Work Involving Human or Vertebrate Animals (Select Applicable Options)

Human Subjects Vertebrate Animals No Human or Vertebrate Animals

Collaborator agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Collaborator certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB/IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Collaborator invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB/IACUC approval is not properly in place.

Specific Terms and Conditions from NOAA Financial Assistance Administrative Terms-Revised December 13, 2017 as applicable but, in particular specific articles are reiterated below:

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.

Attachment 3A
WHOI Cost Reimbursable Research Subaward Agreement
Contacts

Reserved

Attachment 4
WHOI Cost Reimbursable Research Subaward Agreement
Incremental Funding Detail, & Reporting/Deliverables, and Closeout Requirements

Please Include on Invoices:

- Subrecipient Name, Address, Point of Contact for questions;
- Subaward number;
- Date of Invoice;
- Invoice Number – Identify each payment request by a unique invoice number, which can only be used one time;
- Subaward Period of Performance – as it appears on the subaward 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;
- Remittance address – if different from the business address; and
- Program Income (if any).
- A certification, as required in the Uniform Guidance 2 CFR 200.415 (a). The certification states: “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).

Incremental Funding Statement:

This Agreement is incrementally funded. The total amount of this Agreement is **\$146,053.00**.

The amount currently available for payment is **\$46,763.00** which covers the Budget Period as stated on the cover page of this Subaward Agreement.

WHOI’s obligation for the difference of **\$99,290.00** is contingent on 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 Subrecipient to make these funds available.

Cost Share Requirements:

The total of **\$102,217.00** on this Subaward has been committed for Cost Share.

The amount of Cost Share currently committed for **Year One** is **\$42,655.00**.

Cost Share amount for **Year Two** is expected to be **\$32,890.00** and will be committed with future increment of funds

Cost Share amount for **Year Three** is expected to be **\$26,672.00** and will be committed with future increment of funds.

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

Reporting/Deliverables:

- 1) As described in the Statement of Work, Attachment 5.
- 2) Final technical /progress report will be submitted to WHOI Project Director within 45 days of the end of the Period of Performance.
- 3) Technical reports as may be required by WHOI’s Project Director in order for WHOI to satisfy its reporting obligations to UCONN and the Federal Awarding Agency.

Closeout-Out Documents:

The completed **Subaward Release of Claims** found attached at Appendix A, must be submitted to the WHOI Financial Contact on Attachment 3A before the final invoice will be paid.

Attachment 5
WHOI Cost Reimbursable Research Subaward Agreement
Statement of Work, Budget and Budget Justification

Next ___ 11 ___ Attached pages



May 3, 2019

Ms. Tessa Getchis
Connecticut Sea Grant College Program
University of Connecticut
1080 Shennecossett Road
Groton, CT 06340
Dear Ms. Getchis,

This letter is sent to confirm the participation of the Cape Cod Cooperative Extension (CCCE) of Barnstable County as joint staff with Woods Hole Sea Grant in the proposal titled: “Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools”. The following outlines our intended participation.

Statement of Work

The Woods Hole Sea Grant Extension Program (WH-SGEP) shares with WH Sea Grant’s Communications and Education Programs the responsibility for providing technical assistance to users of our nation’s and, in particular, our region’s marine and coastal resources while promoting the objectives of wise utilization and conservation of those resources. The special mission of Sea Grant Extension, as discussed in Fundamentals of a Sea Grant Extension Program, 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.

WH-SGEP focuses its attention on the marine and coastal resource users/managers in Massachusetts’ coastal communities, particularly southern Massachusetts, and emphasizes the application of research in the social and natural sciences to coastal resource issues. WH-SGEP is primarily directed toward applied research, technological demonstration projects and transfer, and public outreach to those concerned with coastal and marine resources of southeastern Massachusetts, including Plymouth, Bristol, Barnstable, Dukes and Nantucket Counties.

The proposal, “Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools”, addresses a current need for us here in MA as there is a lot of interest in marine aquaculture, but we lack the necessary tools to foster development to its potential. We will work specifically on the following objectives:

- Objective 1: Expand Tools and Venues for Public Engagement on Shellfish Aquaculture
- Objective 2: Expand Tools and Venues for Media/Press Engagement on Shellfish Aquaculture
- Objective 3: Expand Entry Level Workforce Training on Shellfish Aquaculture

Objective 4: Improve Decision Support Tools for Shellfish Aquaculture Permitting and Policy
(to address inconsistency of regulations and standards across states)

Objective 5. Conduct Socioeconomic Science to Explore Public Perceptions of Shellfish
Aquaculture

Objective 6. Assess the Role of Media on Public Perceptions of Shellfish Aquaculture

We are grateful for the opportunity to be a part of this collaborative!

Sincerely,

A handwritten signature in cursive script, appearing to read "Abigail Archer".

Abigail Archer, Marine Resource Specialist
Cape Cod Cooperative Extension
Southeastern Massachusetts Aquaculture Center
Woods Hole Sea Grant

Form 90-4 (Adapted)

Project Status: **New** Project Number: _____

SG Program: **WHOI** from _____ to _____

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

Project Title: **Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools** Project Period: **9/1/2019** to **8/31/2022**

PI: **Abigail Archer**

Institution: **Subaward - Cape Cod Coop Extension of Barnstable County**

	YEAR 1				YEAR 2				YEAR 3				TOTAL		
	No. of Personnel	Months of Effort	Sea Grant (Federal) Funds	Matching Funds	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)	1	9.31	16,899	32,671	1	7.82	20,307	25,065	1	7.30	23,908	20,143	24.43	61,114	77,878
b. Associate (Faculty or Staff)	1	2.00	12,449		1	1.35	8,597		1	1.50	9,672		4.85	30,718	-
2) Other Personnel															
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	11.31	29,347	32,671	2	9.17	28,904	25,065	2	8.80	33,580	20,143	#VALUE!	91,831	77,878
B. Fringe Benefits															
1) notes Abigail Archer fringe		%	5,125	9,984			6,335	7,825			7,679	6,529	19,139	24,338	
2) notes Josh Reitsma fringe		%	5,440				3,929				4,636		14,005	-	
3) notes		%											-	-	
Total Fringe Benefits			10,565	9,984			10,264	7,825			12,315	6,529	33,144	24,338	
Total Salaries & Fringe Benefits			39,912	42,655			39,168	32,890			45,895	26,672	124,975	102,217	
C. Permanent Equipment															
D. Expendable Supplies															
E. Travel															
1) Domestic U.S. (Inc. Puerto Rico)			2,500				2,500				2,500		7,500	-	
2) Foreign													-	-	
Total Travel			2,500	-			2,500	-			2,500	-	7,500	-	
F. Publication & Documentation Costs															
			100				100				100		300	-	
G. Other Costs - the examples provided can be changed															
1)													-	-	
2)													-	-	
3)													-	-	
4)													-	-	
5)													-	-	
6)													-	-	
7)													-	-	
8)													-	-	
Total Other Costs			-	-			-	-			-	-	-	-	
Total Direct Costs			42,512	42,655			41,768	32,890			48,495	26,672	132,775	102,217	
MODIFIED Direct Costs - used for calculating indirect			42,512				41,768				48,495		132,775	-	
H. Indirect Costs - calculated from %*Modified Direct, but you can overwrite															
1) On: Cape Cod Coop Extension of Barnstable County	10	%	4,251				4,177	-			4,849	-	13,277	-	
2) Off:		%	-	-			-	-			-	-	-	-	
3) other:		%	-	-			-	-			-	-	-	-	
Total Indirect Costs			4,251	-			4,177	-			4,849	-	13,277	-	
Total Cost - (Total Direct) + (Total Indirect)			46,763	42,655			45,945	32,890			53,344	26,672	146,053	102,217	

Budget Justification

Year 1 – WHSG/CCCE

A. Salaries & Wages (Total Requested \$29347; Match \$32671)

<u>Position Title & Name</u> <u>Federal</u>	Yearly Salary	% Time	No. of Months	\$Amount
Co-PI Abigail Archer Marine Resource Specialist	\$73,227	29%	3.5	16,899.00
Associate Staff, Josh Reitsma Marine Program Specialist	\$77,060	16%	2.0	12,449.00

Match

Co-PI Abigail Archer Marine Resource Specialist	\$73,227	44%	5.81	32,671.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach material and assist with media coverage of shellfish issues and developing a media response protocol and media fact sheet series, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, and will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$10565; Match \$9984)

<u>Position Title & Name</u> <u>Federal</u>	Yearly Salary	Fringe Rate	Amount
Co-PI Abigail Archer Marine Resource Specialist	\$73,227	11.38/hr	5125.00
Associate Staff , Josh Reitsma Marine Program Specialist	\$77,060	\$17.27/hr	5440.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$20,128/year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$9,342/year.

Match

Co-PI Abigail Archer \$73,227 11.38/hr 9984.00
 Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	1206 miles @ \$0.58/mile	\$700.00
Travel (Airfare & Ground)	Estimate for A Archer	\$1000.00
Per Diem (4 days)	\$65/day	\$260.00
Hotel (3 nights)	\$180.00/night	\$540.00
TOTAL		\$2500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 100 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$ 42512 federal and \$42655 match

I. Indirect Costs

\$4251 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$42512 federal request portion.

Total Year 1 Request: \$46763.00

Total Year 1 Match: \$42655.00

Year 2 – WHSG/CCCE

A. Salaries & Wages (Total Requested \$28904; Match \$25065)

(Note – 1 FTE is equivalent to 12 months of full-time effort; convert months of effort as needed to reflect this)

<u>Position Title & Name</u>	Yearly Salary	% Time	No. of Months	\$Amount
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Co-PI Abigail Archer Marine Resource Specialist	\$75,426	29%	3.5	20,307.00
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Associate Staff, Josh Reitsma Marine Program Specialist	\$78,601	11%	1.35	8,597.00
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Match

Co-PI Abigail Archer Marine Resource Specialist	\$75,426	36%	4.32	25,065.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, and will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$10,264; Match \$7825)

<u>Position Title & Name</u>	Yearly Salary	Fringe Rate	Amount
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Co-PI Abigail Archer Marine Resource Specialist	\$75,426	\$12.07/hr	\$6335.00
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Associate Staff , Josh Reitsma Marine Program Specialist	\$78,601	\$18.44/hr	\$3929.00
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The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$22,141/year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$10,276/year.

Match

Co-PI Abigail Archer \$75,426 11.38/hr 7825.00
 Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)3000****

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	1206 miles @ \$0.58/mile	\$700.00
Travel (Airfare & Ground)	Estimate for A Archer	\$1000.00
Per Diem (4 days)	\$65/day	\$260.00
Hotel (3 nights)	\$180.00/night	\$540.00
TOTAL		\$2500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 100.00 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$41768 federal and \$32890 match

I. Indirect Costs

\$4177 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$41768.00 federal request portion.

Total Year 2 Request: \$45945.00

Total Year 2 Match: \$32890.00

Year 3 – WHSG/CCCE

A. Salaries & Wages (Total Requested \$33580; Match \$20143)

(Note – 1 FTE is equivalent to 12 months of full-time effort; convert months of effort as needed to reflect this)

<u>Position Title & Name</u>	Yearly Salary	% Time	No. of Months	\$Amount
Co-PI Abigail Archer Marine Resource Specialist	\$77,704	33%	3.5	23,908.00
Associate Staff, Josh Reitsma Marine Program Specialist	\$80,173	13%	1.5	9,672.00

Match

Co-PI Abigail Archer Marine Resource Specialist	\$77,704	28%	4.32	20,143.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach materials, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, and will also develop content for aquaculture outreach materials, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$12315; Match \$6523)

<u>Position Title & Name</u>	Yearly Salary	Fringe Rate	Amount
Co-PI Abigail Archer Marine Resource Specialist	\$77,704	\$12.80/hr	\$7679.00
Associate Staff , Josh Reitsma Marine Program Specialist	\$80,173	\$19.71/hr	\$4636.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$24,355/year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$11,304/year.

Match

Co-PI Abigail Archer \$77,704 11.38/hr 6529.00
Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$2,500)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	1206 miles @ \$0.58/mile	\$700.00
Travel (Airfare & Ground)	Estimate for A Archer	\$1000.00
Per Diem (4 days)	\$65/day	\$260.00
Hotel (3 nights)	\$180.00/night	\$540.00
TOTAL		\$2500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 100.00 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$ 48495 federal and \$26672 match

I. Indirect Costs

\$4849 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$48,496.00 federal request portion.

Total Year 3 Request: \$53344.00

Total Year 3 Match: \$26672.00

Year 1-3 Complete – WHSG/CCE

A. Salaries & Wages (Total Requested \$91,831; Match \$77,878)

<u>Position Title & Name</u>	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Co-PI Abigail Archer Marine Resource Specialist			10.5	61,114.00
Associate Staff, Josh Reitsma Marine Program Specialist			4.85	30,718.00

Match

Co-PI Abigail Archer Marine Resource Specialist			14.45	77,878.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, develop content for aquaculture outreach materials, assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$33,144; Match \$24,338)

<u>Position Title & Name</u>	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Co-PI Abigail Archer Marine Resource Specialist			19,139.00
Associate Staff , Josh Reitsma Marine Program Specialist			14,005.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at a variable cost per year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at a variable cost per year.

Match

Co-PI Abigail Archer 24,338.00
 Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)7500****

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	@ \$0.58/mile	\$2100.00
Travel (Airfare & Ground)	Estimate for A Archer	\$3000.00
Per Diem (4 days)	\$65/day	\$780.00
Hotel (3 nights)	\$180.00/night	\$1620.00
TOTAL		\$7500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 300.00 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$ 132,775 federal and \$102,217 match

I. Indirect Costs

\$13,277 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$ 132,775.00 federal request portion.

Total Request: \$146,053/ \$102,217 match

Appendix A
WHOI Cost Reimbursable Research Subaward Agreement
Closeout Document

Next 1 attached pages



WOODS HOLE OCEANOGRAPHIC INSTITUTION

SUBAWARD RELEASE OF CLAIMS

Subaward Number: _____ Prime Award Number: _____

Subrecipient: _____

Complete all sections checking boxes as appropriate, sign, date, and return to the attention of Grant & Contract Services, 266 Woods Hole 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 subaward. *(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 subaward.
-

Section 2 - Patents

- There are no inventions to be reported under this subaward.
- Listed below are all inventions required to be reported under this subaward.

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 subaward to be reported under this subaward. (Please review subaward Terms & Conditions.)
- All government furnished equipment and reportable equipment purchased with money from this subaward have been delivered to the government or are awaiting disposition instructions.
-

Signature

Date

Typed/Printed Name and Title

Appendix B
WHOI Cost Reimbursable Research Subaward Agreement
Prime Notice of Award

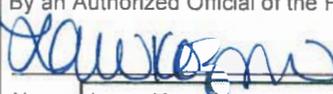
Next ____**32**____ attached pages

FDP Cost Reimbursement Subaward

Federal Awarding Agency: DOC/NOAA/Oceanic and Atmospheric Research (OAR)	
Pass-Through Entity (PTE): University of Connecticut	Subrecipient: Woods Hole Oceanographic Institution
PTE PI: Tessa Getchis	Sub PI: Matthew Charette
PTE Federal Award No: NA18OAR4170081	Subaward No: 368912
Project Title: Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools	
Subaward Period of Performance (Budget Period): Start: 09/01/2019 End: 08/31/2020	Amount Funded This Action (USD): \$ 100,337.00
Estimated Project Period (if incrementally funded): Start: 09/01/2019 End: 08/31/2022	Incrementally Estimated Total (USD): \$ 249,968.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  Name: Laura Kozma Date: 10/20/19 Title: Executive Director, Sponsored Program Services and Faculty Services	By an Authorized Official of the Subrecipient: Theresa Gordon <small>Digitally signed by Theresa Gordon DN: cn=Theresa Gordon, o=Woods Hole Oceanographic Institution, ou=Grant and Contract Services, email=thgordon@whoi.edu, c=US Date: 2019.10.10 12:17:56 -0400</small> Name: Theresa Gordon Date: 10/10/2019 Title: Pre-Award Manager, Grant & Contract Services
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Attachment 1
Certifications and Assurances

Subaward Number:

368912

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

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

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

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

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

Audit and Access to Records

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

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

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

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

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

Attachment 2
Federal Award Terms and Conditions

Subaward Number

368912

Required Data Elements

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

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN CFDA No.

09/01/19 NA18OAR4170081 11.417

CFDA Title

Sea Grant Support

Key Personnel Per NOA

This Subaward Is:

Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

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

See Attachment 6

2. 2 CFR 200

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

See Attachment 6

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

See Attachment 6

except for the following :

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

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

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

Copyrights:

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

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

Promoting Objectivity in Research (COI):

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

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

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

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

368912

PTE Information

Entity Name: University of Connecticut

Legal Address: 438 Whitney Road Extension, Unit 1133
Storrs, CT 06269-1133

Website: <https://ovpr.uconn.edu/>

PTE Contacts

Central Email: subawards@uconn.edu

Principal Investigator Name: Tessa Getchis

Email: tessa.getchis@uconn.edu

Telephone Number: 860-405-9104

Administrative Contact Name: Holly Kasem-Beg

Email: subawards@uconn.edu

Telephone Number: 860-486-4121

COI Contact email (if different to above): fcoi@uconn.edu

Financial Contact Name: Accounts Payable

Email: apinquiries@uconn.edu

Telephone Number: 860-486-4137

Email invoices? Yes No Invoice email (if different): apinvoices@uconn.edu

Authorized Official Name: Laura Kozma

Email: laura.kozma@uconn.edu

Telephone Number: 860-486-3798

PI Address:

University of Connecticut - Avery Point
Marine Science Building 1080 Shennecossett Road
Groton, Connecticut 06340

Administrative Address:

University of Connecticut
438 Whitney Road Extension, Unit 1133
Storrs, CT 06269-1133

Invoice Address:

University of Connecticut
3 Discovery Drive, Unit 6080
Storrs, CT 06269-6080

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
368912

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Woods Hole Oceanographic Institution

EIN No.: 04-2105850 Institution Type: Nonprofit with 501c3 Status (other than Inst. of Higher Ed.)

DUNS: 00-176-6682 Currently registered in SAM.gov: Yes No

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

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

Congressional District: MA-009 Zip Code+4: 02543-1535

Place of Performance Address

266 Woods Hole Rd.
Woods Hole, MA 02543-1535

Subrecipient Contacts

Central Email: awards@whoi.edu
Website: www.whoi.edu

Principal Investigator Name: Matthew Charette
Email: mcharette@whoi.edu Telephone Number: 508-289-3205

Administrative Contact Name: Susan P. Ferreira
Email: sferreira@whoi.edu Telephone Number: 508-289-2461

Financial Contact Name: Michael Pinnetti
Email: mpinnetti@whoi.edu Telephone Number: 508-289-2385

Invoice Email: awards@whoi.edu

Authorized Official Name: Theresa Gordon
Email: tgordon@whoi.edu Telephone Number: 508-289-2619

Legal Address:

266 Woods Hole Rd.
Woods Hole, MA 02543-1535

Administrative Address:

266 Woods Hole Rd., MS 39
Woods Hole, MA 02543-1535

Payment Address:

266 Woods Hole Rd., MS 14
Woods Hole, MA 02543-1535

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
368912

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

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's **Administrative Contact** within **15** days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's **Principal Investigator**.
- Annual technical / progress reports will be submitted within **60** days prior to the end of each budget period to the PTE's **Administrative Contact**. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's **Principal Investigator** within **45** days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's **Principal Investigator** in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

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

Additional cost sharing requirements included below:

Additional Technical and Reporting Requirements:

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

Subaward Number:

368912

Statement of Work

Below Attached, pages

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

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="65"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	Cost Sharing <input type="text" value="Yes"/> If Yes, include Amount: \$ <input type="text" value="125,874.00"/>
---	--

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$	<input type="text" value="94,417.00"/>
Indirect Costs \$	<input type="text" value="5,920.00"/>
Total Costs \$	<input type="text" value="100,337.00"/>

All amounts are in United States Dollars

Dr. Matthew A. Charette
Director
Woods Hole Sea Grant
183 Oyster Pond Road
Woods Hole, MA 02543
T 508-289-3205 | E mcharette@whoi.edu



May 3, 2019

Ms. Tessa Getchis
Connecticut Sea Grant College Program
University of Connecticut
1080 Shennecossett Road
Groton, CT 06340

Dear Ms. Getchis,

This letter is sent to confirm the participation of the Woods Hole Sea Grant program in the proposal titled: "*Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools*". The following outlines our intended participation.

Statement of Work

The Woods Hole Sea Grant (WHSG) Education and Extension Programs share in the responsibility for providing technical assistance and environmental awareness to users of our nation's and, in particular, our region's marine and coastal resources while promoting the objectives of wise utilization and conservation of those resources.

WHSG focuses its attention on the marine and coastal resource users/managers in Massachusetts' coastal communities, particularly southern Massachusetts, and emphasizes the application of research in the social and natural sciences to coastal resource issues. This proposal addresses a current need for us here in MA as there is a lot of interest in marine aquaculture, but we lack the necessary tools to foster development to its potential. Our Education specialist will consult with the Extension team and their counterparts in CT and RI on the following objectives:

Objective 1: Expand Tools and Venues for Public Engagement on Shellfish Aquaculture

Objective 3: Expand Entry Level Workforce Training on Shellfish Aquaculture

Thank you for including us in this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "MA", with a long horizontal stroke extending to the right.

Matt Charette
Director, Woods Hole Sea Grant



May 3, 2019

Ms. Tessa Getchis
Connecticut Sea Grant College Program
University of Connecticut
1080 Shennecossett Road
Groton, CT 06340
Dear Ms. Getchis,

This letter is sent to confirm the participation of the Cape Cod Cooperative Extension (CCCE) of Barnstable County as joint staff with Woods Hole Sea Grant in the proposal titled: "Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools". The following outlines our intended participation.

Statement of Work

The Woods Hole Sea Grant Extension Program (WH-SGEP) shares with WH Sea Grant's Communications and Education Programs the responsibility for providing technical assistance to users of our nation's and, in particular, our region's marine and coastal resources while promoting the objectives of wise utilization and conservation of those resources. The special mission of Sea Grant Extension, as discussed in Fundamentals of a Sea Grant Extension Program, 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.

WH-SGEP focuses its attention on the marine and coastal resource users/managers in Massachusetts' coastal communities, particularly southern Massachusetts, and emphasizes the application of research in the social and natural sciences to coastal resource issues. WH-SGEP is primarily directed toward applied research, technological demonstration projects and transfer, and public outreach to those concerned with coastal and marine resources of southeastern Massachusetts, including Plymouth, Bristol, Barnstable, Dukes and Nantucket Counties.

The proposal, "Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools", addresses a current need for us here in MA as there is a lot of interest in marine aquaculture, but we lack the necessary tools to foster development to its potential. We will work specifically on the following objectives:

- Objective 1: Expand Tools and Venues for Public Engagement on Shellfish Aquaculture
- Objective 2: Expand Tools and Venues for Media/Press Engagement on Shellfish Aquaculture
- Objective 3: Expand Entry Level Workforce Training on Shellfish Aquaculture

Objective 4: Improve Decision Support Tools for Shellfish Aquaculture Permitting and Policy
(to address inconsistency of regulations and standards across states)

Objective 5. Conduct Socioeconomic Science to Explore Public Perceptions of Shellfish
Aquaculture

Objective 6. Assess the Role of Media on Public Perceptions of Shellfish Aquaculture

We are grateful for the opportunity to be a part of this collaborative!

Sincerely,



Abigail Archer, Marine Resource Specialist
Cape Cod Cooperative Extension
Southeastern Massachusetts Aquaculture Center
Woods Hole Sea Grant

Budget Justification

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.

The rates included in the proposal are negotiated with our cognizant government agency. WHOI has an annually negotiated rate agreement with the Office of Naval Research and uses the method of allocation of indirect costs to Modified Total Direct Costs (MTDC). The normal exclusions contained in 2 CFR 200.68 (MTDC) apply.

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.

Fringe Benefits: Employee benefits have been proposed using composite weighted average rates that are the total assignable to salaries of regular employees including paid absences. The period composite rates are weighted averages of the specific rates for each fiscal year in accordance with WHOI's 2019 provisional rate agreement (dated 12/21/2018) and 2019 Provisional Forward Pricing Letter (dated 2/12/2019) with the Office of Naval Research.

2019 Fiscal Year	2020 Fiscal Year	2021 Fiscal Year	2022 Fiscal Year	2023 Fiscal Year
40.39%	47.44%	50.63%	52.78%	53.72%

Year 1 – WHSG/WHOI

A. Salaries & Wages

<u>Position Title & Name</u>	<u>Yearly Salary</u>	<u>% Time</u>	<u>No. of Months</u>	<u>\$Amount</u>
<u>Federal</u>				
Other Professionals Grace Simpkins Education Specialist	\$63,703	8.8%	1.05	\$5,588
<u>Match</u>				
PI Matthew Charette Director	\$188,298	1.64%	0.20	\$3,097

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content

for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials.

B. Fringe Benefits (Total Requested \$2520; Match \$1396)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Other Professionals, Grace Simpkins Education Specialist	\$63,703	45.1%	\$2,520
<u>Match</u>			
PI Matthew Charette	\$188,298	45.1%	\$1,396

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$1,000)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for Grace Simpkins	1724 miles @ \$0.58/mile	\$1000.00
TOTAL		\$1000

Travel for Grace Simpkins to attend several working group meetings in RI and CT.

F. Publication Costs (\$)

G. Other Costs (\$ 85,309 Federal and 42,655 Match)

\$85,309 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$42,655 match

H. Total Direct Costs: \$94,417 federal and \$47,148 match

I. Indirect Costs (\$)

\$5920 federal / \$2,920 match (based on 65% of modified direct: \$9108 federal/ \$4,493 match)

Total Year 1 Request: \$100,337

Total Year 1 Match: \$50,068

Year 2 – WHSG/WHOI

A. Salaries & Wages

Position Title & Name	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Other Professionals, Grace Simpkins Education Specialist	\$65,945	8.9%	1.07	\$5,857
<u>Match</u>				
PI Matthew Charette Director	\$194,864	1.64%	0.20	\$3,205

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials.

B. Fringe Benefits (Total Requested \$2903; Match \$1589)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Other Professionals, Grace Simpkins Education Specialist	\$65,945	49.6%	\$2,903
<u>Match</u>			
PI Matthew Charette Director	\$194,863	49.6%	\$1,589

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$500)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for Grace Simpkins	862 miles @ \$0.58/mile	\$500.00
TOTAL		\$500

Travel for Grace Simpkins to attend several working group meetings in RI and CT.

F. Publication Costs (\$)

G. Other Costs (\$65,780 Federal and 32,890 Match

\$65,780 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$32,890 match

H. Total Direct Costs: \$75,040 federal and \$37,684 match

I. Indirect Costs (\$)

\$6019federal / \$3116 match (based on 65% of modified direct: \$9260 federal/ \$4794 match)

Total Year 2 Request: \$81,059

Total Year 2 Match: \$40,800

Year 3 – WHSG/WHOI

A. Salaries & Wages

Position Title & Name	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Other Professionals, Grace Simpkins Education Specialist	\$68,332	8.9%	1.07	\$6,069
<u>Match</u>				
PI Matthew Charette Director	\$201,978	1.64%	0.20	\$3,322

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials.

B. Fringe Benefits (Total Requested \$3160; Match \$1729)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Other Professionals, Grace Simpkins Education Specialist	\$68,332	52%	\$3,160
<u>Match</u>			
PI Matthew Charette Director	\$201,978	52%	\$1,729

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)

F. Publication Costs (\$)

G. Other Costs (\$53,344 Federal and 26,672 Match)

\$53,344 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$26,672 match

H. Total Direct Costs: \$62,573 federal and \$31,723 match

I. Indirect Costs (\$)

\$5999 federal / \$3283 match (based on 65% of modified direct: \$9229 federal/ \$5051 match)

Total Year 3 Request: \$68,572

Total Year 3 Match: \$35,006

Year 1-3 Complete – WHSG/WHOI

A. Salaries & Wages

(Note – 1 FTE is equivalent to 12 months of full-time effort; convert months of effort as needed to reflect this)

Position Title & Name	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Other Professionals Grace Simpkins Education Specialist		3.19		\$17,515
<u>Match</u>				
PI Matthew Charette Director		0.60		\$9,624

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials.

B. Fringe Benefits (Total Requested \$8583; Match \$4714)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Other Professionals Grace Simpkins Education Specialist		49%	\$8,583
<u>Match</u>			
PI Matthew Charette Director		49%	\$4,714

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)1500

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for Grace Simpkins	2586 miles @ \$0.58/mile	\$1500.00
TOTAL		\$1500

Travel for Grace Simpkins to attend several working group meetings in RI and CT.

F. Publication Costs (\$)

G. Other Costs (\$204,433 Federal and 102,217 Match

\$204,433 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$102,217 match

H. Total Direct Costs: \$232,030 federal and \$116,555 match

I. Indirect Costs (\$)

\$17,938 federal / \$9,319 match (based on 65% of modified direct: \$25,597 federal/ \$14,338 match)

Total Years 1-3 Request: \$249,968

Total Years 1-3 Match: \$125,874

Budget Justification

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Charette will provide 0.6 months of matching time equal to \$9,624.

Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials. Simpkins requests 3.19 months of her time be covered totaling \$17,514.

Fringe Benefits Description

FRINGE BENEFITS Total request \$ 8,583

Travel

TRAVEL - DOMESTIC Total \$ 1,500

Domestic Travel: Yr 1

Funds are requested for Simpkins to travel to project related meetings

Total \$1,000

Domestic Travel: Yr 2

Funds are requested for Simpkins to travel to project related meetings

Total \$500

Domestic Travel: Yr 3

N/A

Other

Total Direct Charges

Show total direct costs by listing totals of each category.

A. Personnel \$17,514
B. Fringe \$8,583
C. Travel \$1,500
D. Equipment [0]
E. Supplies [0]
F. Contractual [0]
G. Construction [0]
H. Other \$204,433
Total Direct Costs \$232,030

Indirect Charges

INDIRECT COSTS Total \$ 17,938

The rate is 65 % and is computed on the following direct cost base \$ 27,597.

A. Personnel \$17,514
B. Fringe \$8,583
C. Travel \$1,500
D. Equipment [0]
E. Supplies [0]
F. Contractual [0]
G. Construction [0]
H. Other [0]
Total Modified Direct Costs \$27,597
Multiplied by Indirect Cost Rate 65 %
Total Indirect Costs \$17,938
Totals - Direct and Indirect Charges - \$249,968
Total Match - \$125,874

National Oceanic and Atmospheric Administration (NOAA)															
Form 90-4 (Adapted)															
Project Status: <u>New</u> Project Number: _____															
SG Program: <u>WFOI</u> from _____ to _____															
Project Title: <u>Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools</u> Project Period: <u>9/1/2019</u> to <u>8/31/2022</u>															
PI: <u>Abigail Archer</u>															
Institution: <u>Subaward - Cape Cod Coop Extension of Barnstable County</u>															
YEAR 1															
YEAR 2															
YEAR 3															
TOTAL															
	No. of Personnel	Months of Effort	Sea Grant (Federal) Funds	Matching Funds	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)	1	9.31	16,889	32,671	1	7.82	20,307	25,065	1	7.30	23,908	20,143	24.43	61,114	77,878
b. Associate (Faculty or Staff)	1	2.00	12,449		1	1.35	8,597		1	1.50	9,672		4.85	30,718	
2) Other Personnel															
a. Professionals	1	2.00	34,042		1	1.00	17,532						3.00	51,574	
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)	3	13.31	63,389	32,671	3	10.17	46,436	25,065	2	8.80	33,580	20,143	14.16	143,405	77,878
B. Fringe Benefits															
1) notes: Abigail Archer fringe															
		%	5,125	9,954			6,335	7,825			7,679	6,529		19,139	24,338
2) notes: Josh Reibma fringe															
		%	5,440				3,979				4,636			14,005	
3) notes:															
		%	10,565	9,964			10,264	7,825			12,315	5,520		33,144	24,338
Total Fringe Benefits			71,954	47,655			56,700	32,800			45,895	26,672		176,549	102,217
C. Permanent Equipment															
D. Expendable Supplies															
E. Travel															
1) Domestic U.S. (Inc. Puerto Rico)															
			3,500				3,000				2,500			9,000	
2) Foreign															
			3,500				3,000				2,500			9,000	
Total Travel			3,500				3,000				2,500			9,000	
F. Publication & Documentation Costs															
			100				100				100			300	
G. Other Costs - the examples provided can be changed															
1)															
2)															
3)															
4)															
5)															
6)															
7)															
8)															
Total Other Costs															
Total Direct Costs			77,954	47,655			59,800	32,890			48,495	26,672		195,848	102,217
MODIFIED Direct Costs - used for calculating Indirect															
MODIFIED Direct Costs - calculated from M*Modified Direct, but you can overwrite															
M. Indirect Costs - calculated from M*Modified Direct, but you can overwrite			7,395				5,980				4,849			18,584	
1) On: Cape Cod Coop Extension of Barnstable County		10 %	7,395				5,980				4,849			18,584	
2) Off:		%													
3) other:		%													
Total Indirect Costs			7,395				5,980				4,849			18,584	
Total Cost - (Total Direct) + (Total Indirect)			85,309	47,655			65,780	37,890			53,344	26,672		204,434	102,217

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

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

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER

NA18OAR4170081

CFDA NO. AND NAME

11.417 Sea Grant Support

PROJECT TITLE

Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation

RECIPIENT NAME

UNIVERSITY OF CONNECTICUT

AMENDMENT NUMBER

9

STREET ADDRESS

438 WHITNEY RD EXTENSION UNIT 1133

EFFECTIVE DATE

09/01/2019

CITY, STATE, ZIP CODE

STORRS CT 06269-1133

EXTEND PERIOD OF PERFORMANCE TO
(IF APPLICABLE)

N/A

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 3,228,369.00	\$ 361,514.00	\$ 0.00	\$ 3,589,883.00
RECIPIENT SHARE OF COST	\$ 1,802,268.00	\$ 181,156.00	\$ 0.00	\$ 1,983,424.00
TOTAL ESTIMATED COST	\$ 5,030,637.00	\$ 542,670.00	\$ 0.00	\$ 5,573,307.00

REASON(S) FOR AMENDMENT.

1. To provide additional funding for the project entitled "Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools" per the recipient's application dated 05/15/2019, which is incorporated by reference.
2. To revise NOAA Administrative Specific Award Conditions.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

SPECIFIC AWARD CONDITION(S)

LINE ITEM BUDGET

OTHER(S): This award is being made under competitive Federal Funding Opportunity Number NOAA-OAR-SG-2019-2005963 posted at Grants.gov on 02/25/2019.

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Katie Neupane

DATE

08/29/2019

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

Laura Kozma

DATE

09/11/2019

FORM CD-450 (REV 12/14)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
RECIPIENT NAME UNIVERSITY OF CONNECTICUT		FEDERAL AWARD ID NUMBER NA18OAR4170081			
STREET ADDRESS 438 WHITNEY RD EXTENSION UNIT 1133		PERIOD OF PERFORMANCE 02/01/2018-01/31/2022			
CITY, STATE, ZIP CODE STORRS CT 06269-1133		FEDERAL SHARE OF COST \$216,300.00		RECIPIENT SHARE OF COST \$108,150.00	
AUTHORITY 33 U.S.C. 1121 et seq., as amended		TOTAL ESTIMATED COST \$324,450.00			
CFDA NO. AND NAME 11.417 , Sea Grant Support					
PROJECT TITLE Connecticut Sea Grant 2018-2022 Omnibus					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input checked="" type="checkbox"/> R & D AWARD</p> <p><input checked="" type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> BUREAU-SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input checked="" type="checkbox"/> MULTI-YEAR AWARD (PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.)</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF:79 FR 78390 DECEMBER 30, 2014)</p> <p><input checked="" type="checkbox"/> OTHERS(S): Notice of Federal Opportunity Number NOAA-OAR-SG-2018-2005337</p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Freddie Isaac				DATE 02/08/2018	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Laura Kozma				DATE 02/16/2018	

Special Award Conditions

Award Number: NA18OAR4170081
Amendment Number: 0

1) Future Completed 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 totaling \$600,000 Federal and \$300,000 match.

2) Sea Grant Project Extension Special Award Condition

Authority is delegated to the Recipient to extend any projects or subawards incorporated in this Sea Grant Omnibus award up to, but not beyond, the approved grant project period without prior approval.

3) 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.

4) Performance Progress Reports

The first Project Progress Report will cover a period of nine months from the start date of award. Following reports are due annually. All interim Project Progress Reports are due within 30 days of the reporting period end date. A comprehensive final Project Progress Report will be due no later than 90 days after the award expiration and will include the last interim reporting period.

5) Cooperative Agreement

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

The anticipated substantial involvement anticipated between the Federal Agency and the recipient during performance of the activity is: the recipient proposal includes activities described as "future competed projects" that can make up a

significant fraction of the total cost of the grant. These activities may not be conducted or funded until NOAA has determined that these projects are consistent with the purpose of the award and completed NEPA analyses on them.

6) Post Award NEPA Review Process

Any projects selected under the future projects selection process must be reviewed for NEPA compliance by NOAA prior to funding or executing them.

7) Matching Requirement

Since this award requires the Recipient to provide \$108,150 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of \$324,450.

8) Multi-Year Special Award Condition

1.(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a four-year period for a total amount of \$4,702,828 in Federal funds. However, Federal funding available at this time is limited to \$216,300 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 2/1/2018 through 1/31/2019 and may be extended through 1/31/2022

9) New Award SAC

This award number NA18OAR4170081, to UNIVERSITY OF CONNECTICUT, supports the work described in the Recipient's proposal entitled, 'Connecticut Sea Grant 2018-2022 Omnibus', dated 11/1/17, and revision dated 12/11/17, which are incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Connecticut Sea Grant 2018-2022 Omnibus - Year 1	11.417	\$	\$	1,175,707.00	693,868.00	1,869,575.00
2. Connecticut Sea Grant 2018-2022 Omnibus - Year 2	11.417			1,175,707.00	669,151.00	1,844,858.00
3. Connecticut Sea Grant 2018-2022 Omnibus - Year 3	11.417			1,175,707.00	638,737.00	1,814,444.00
4. Connecticut Sea Grant 2018-2022 Omnibus - Year 4	11.417			1,175,707.00	644,940.00	1,820,647.00
5. Totals		\$	\$	4,702,828.00	2,646,696.00	7,349,524.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Connecticut Sea Grant 2018-2022 Omnibus - Year 1	(2) Connecticut Sea Grant 2018-2022 Omnibus - Year 2	(3) Connecticut Sea Grant 2018-2022 Omnibus - Year 3	(4) Connecticut Sea Grant 2018-2022 Omnibus - Year 4	
a. Personnel	\$ 460,192.00	\$ 462,502.00	\$ 372,659.00	\$ 391,293.00	\$ 1,686,646.00
b. Fringe Benefits	239,955.00	248,129.00	234,150.00	249,774.00	972,008.00
c. Travel	23,119.00	25,789.00	14,074.00	1,237.00	64,219.00
d. Equipment					
e. Supplies	26,410.00	16,287.00	19,788.00	6,368.00	67,853.00
f. Contractual					
g. Construction					
h. Other	95,259.00	101,615.00	195,336.00	186,335.00	578,545.00
i. Total Direct Charges (sum of 6a-6h)	844,935.00	854,322.00	835,007.00	835,007.00	3,369,271.00
j. Indirect Charges	330,772.00	321,385.00	340,700.00	340,700.00	1,333,557.00
k. TOTALS (sum of 6i and 6j)	\$ 1,175,707.00	\$ 1,175,707.00	\$ 1,175,707.00	\$ 1,175,707.00	\$ 4,702,828.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Connecticut Sea Grant 2018-2022 Omnibus - Year 1	\$ 693,868.00	\$	\$	693,868.00
9. Connecticut Sea Grant 2018-2022 Omnibus - Year 2	669,151.00			669,151.00
10. Connecticut Sea Grant 2018-2022 Omnibus - Year 3	638,737.00			638,737.00
11. Connecticut Sea Grant 2018-2022 Omnibus - Year 4	644,940.00			644,940.00
12. TOTAL (sum of lines 8-11)	\$ 2,646,696.00	\$	\$	2,646,696.00

SECTION D - FORECASTED CASH NEEDS

Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 1,175,707.00	\$ 293,927.00	\$ 293,927.00	\$ 293,926.00
14. Non-Federal	\$ 693,868.00	\$ 173,467.00	\$ 173,467.00	\$ 173,467.00
15. TOTAL (sum of lines 13 and 14)	\$ 1,869,575.00	\$ 467,394.00	\$ 467,394.00	\$ 467,393.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Connecticut Sea Grant 2018-2022 Omnibus - Year 1	\$	\$	\$	\$
17. Connecticut Sea Grant 2018-2022 Omnibus - Year 2		1,175,707.00		
18. Connecticut Sea Grant 2018-2022 Omnibus - Year 3			1,175,707.00	
19. Connecticut Sea Grant 2018-2022 Omnibus - Year 4				1,175,707.00
20. TOTAL (sum of lines 16 - 19)	\$	\$ 1,175,707.00	\$ 1,175,707.00	\$ 1,175,707.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: \$3,369,271	22. Indirect Charges: \$1,333,557
23. Remarks:	

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Budget Justification

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.

The rates included in the proposal are negotiated with our cognizant government agency. WHOI has an annually negotiated rate agreement with the Office of Naval Research and uses the method of allocation of indirect costs to Modified Total Direct Costs (MTDC). The normal exclusions contained in 2 CFR 200.68 (MTDC) apply.

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.

Fringe Benefits: Employee benefits have been proposed using composite weighted average rates that are the total assignable to salaries of regular employees including paid absences. The period composite rates are weighted averages of the specific rates for each fiscal year in accordance with WHOI's 2019 provisional rate agreement (dated 12/21/2018) and 2019 Provisional Forward Pricing Letter (dated 2/12/2019) with the Office of Naval Research.

2019 Fiscal Year	2020 Fiscal Year	2021 Fiscal Year	2022 Fiscal Year	2023 Fiscal Year
40.39%	47.44%	50.63%	52.78%	53.72%

Year 1 – WHSG/WHOI

A. Salaries & Wages

Position Title & Name	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Grace Simpkins Education Specialist	\$63,703	8.8%	1.05	\$5,587
Stephanie Murphy Communications Specialist	\$112/hr	18.58%	2.23	\$16,252
<u>Match</u>				
PI Matthew Charette Director	\$188,298	1.66%	0.20	\$3,103

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content

for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials.

B. Fringe Benefits (Total Requested \$9553; Match \$1357)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Grace Simpkins Education Specialist	\$63,703	43.7%	\$2,444
Stephanie Murphy Communications Specialist	\$112/hr	43.7%	\$7,109
<u>Match</u>			
PI Matthew Charette	\$188,298	43.7%	\$1,357

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (Total Requested \$2,006; Match \$105)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for Grace Simpkins and Stephanie Murphy	3458 miles @ \$0.58/mile	\$2006.00
TOTAL		\$2006

Travel for Grace Simpkins and Stephanie Murphy to attend several working group meetings in RI and CT.

F. Publication Costs (\$)

G. Other Costs (\$) 46,763Federal and 42,655 Match

\$46,763Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$42,655 match

H. Total Direct Costs: \$80,161 federal and \$47,220 match

I. Indirect Costs (\$)

\$20,176 federal / \$2,848 match

Total Year 1 Request: \$100,337

Total Year 1 Match: \$50,068

Year 2 – WHSG/WHOI

A. Salaries & Wages

Position Title & Name	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Grace Simpkins Education Specialist	\$65,945	8.9%	1.07	\$5,811
Stephanie Murphy Communications Specialist	\$112/hr	8.8%	1.06	\$7,927
<u>Match</u>				
PI Matthew Charette Director	\$194,864	1.66%	0.20	\$3,189

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials. Professional Stephanie Murphy will take the lead on expanding tools and venues for media/press engagement.

B. Fringe Benefits (Total Requested \$6691; Match \$1553)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Grace Simpkins Education Specialist	\$65,945	48.7%	\$2,830
Stephanie Murphy Communications Specialist	\$112/hr	48.7%	\$3,861
<u>Match</u>			
PI Matthew Charette Director	\$194,863	48.7%	\$1,553

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (Total Requested \$1004; Match \$86)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for Grace Simpkins and Stephanie Murphy	1731 miles @ \$0.58/mile	\$1004.00
TOTAL		\$1004

Travel for Grace Simpkins and Stephanie Murphy to attend several working group meetings in RI and CT.

F. Publication Costs (\$)

G. Other Costs (\$45,945 Federal and 32,890 Match

\$45,945 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$32,890 match

H. Total Direct Costs: \$67,378 federal and \$37,718 match

I. Indirect Costs (\$)

\$13681federal / \$3082 match

Total Year 2 Request: \$81,059

Total Year 2 Match: \$40,800

Year 3 – WHSG/WHOI

A. Salaries & Wages

Position Title & Name	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Grace Simpkins Education Specialist	\$68,332	8.9%	1.07	\$6,039

Match

PI Matthew Charette Director	\$201,978	1.64%	0.20	\$3,314
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PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials.

B. Fringe Benefits (Total Requested \$3144; Match \$1725)

Position Title & Name	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Grace Simpkins Education Specialist	\$68,332	52%	\$3,144

Match

PI Matthew Charette Director	\$201,978	52%	\$1,725
---------------------------------	-----------	-----	---------

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (Total Requested \$46)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
	793 miles @ \$0.58/mile	\$46.00
TOTAL		\$46

Travel for Grace Simpkins to attend several working group meetings in RI and CT.

F. Publication Costs (\$)

G. Other Costs (\$)53,344 Federal and 26,672 Match****

\$53,344 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$26,672 match

H. Total Direct Costs: \$62,573 federal and \$31,711 match

I. Indirect Costs (\$)

\$5999federal / \$3275 match

Total Year 3 Request: \$68,572

Total Year 3 Match: \$35,006

Year 1-3 Complete – WHSG/WHOI

A. Salaries & Wages

(Note – 1 FTE is equivalent to 12 months of full-time effort; convert months of effort as needed to reflect this)

Position Title & Name	% Time	No. of Months	\$Amount
<u>Federal</u>			
Grace Simpkins Education Specialist	26.58%	3.19	\$17,437
Stephanie Murphy Communications Specialist	27.41%	3.29	\$24,179
<u>Match</u>			
PI Matthew Charette Director	5%	0.60	\$9,606

PI Matthew Charette will provide project oversight for the Woods Hole Sea Grant team on the tasks associated with Objectives 1-6 described in the proposal. His salary support for this project will be derived from his Senior Scientist Chair fund, which will be used as match for the WHOI portion of this budget. Education specialist Grace Simpkins will evaluate the coursework content for shellfish farmer trainings, and will also advise on and co-develop content for aquaculture outreach materials. Professional Stephanie Murphy will take the lead on expanding tools and venues for media/press engagement.

B. Fringe Benefits (Total Requested \$19388; Match \$4635)

Position Title & Name	Amount
<u>Federal</u>	
Grace Simpkins Education Specialist	\$8,418
Stephanie Murphy Communications Specialist	\$10,970
<u>Match</u>	
PI Matthew Charette Director	\$4,635

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (Total Requested \$3056; Match \$191)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

F. Publication Costs (\$)

G. Other Costs (\$)146,052 Federal and 102,217 Match****

\$146,052 Subaward to Cape Cod Cooperative Extension

Cape Cod Cooperative Extension providing \$102,217 match

H. Total Direct Costs: \$210,112 federal and \$116,649 match

I. Indirect Costs (\$)

\$39,856 federal / \$9,205 match

Total Years 1-3 Request: \$249,968

Total Years 1-3 Match: \$125,874

Form 90-4 (Adapted)

Project Status: **New** Project Number: _____

SG Program: **WHOI** from _____ to _____

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

Project Title: **Advancing Southern New England Shellfish Aquaculture Through an Engaged Public and Next Generation Decision Support Tools** Project Period: **9/1/2019** to **8/31/2022**

PI: **Abigail Archer**

Institution: **Subaward - Cape Cod Coop Extension of Barnstable County**

	YEAR 1				YEAR 2				YEAR 3				TOTAL		
	No. of Personnel	Months of Effort	Sea Grant (Federal) Funds	Matching Funds	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)	1	9.31	16,899	32,671	1	7.82	20,307	25,065	1	7.30	23,908	20,143	24.43	61,114	77,878
b. Associate (Faculty or Staff)	1	2.00	12,449		1	1.35	8,597		1	1.50	9,672		4.85	30,718	-
2) Other Personnel															
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	11.31	29,347	32,671	2	9.17	28,904	25,065	2	8.80	33,580	20,143	#VALUE!	91,831	77,878
B. Fringe Benefits															
1) notes Abigail Archer fringe		%	5,125	9,984			6,335	7,825			7,679	6,529		19,139	24,338
2) notes Josh Reitsma fringe		%	5,440				3,929				4,636			14,005	-
3) notes		%												-	-
Total Fringe Benefits			10,565	9,984			10,264	7,825			12,315	6,529		33,144	24,338
Total Salaries & Fringe Benefits			39,912	42,655			39,168	32,890			45,895	26,672		124,975	102,217
C. Permanent Equipment															
D. Expendable Supplies															
E. Travel															
1) Domestic U.S. (Inc. Puerto Rico)			2,500				2,500				2,500			7,500	-
2) Foreign															
Total Travel			2,500	-			2,500	-			2,500	-		7,500	-
F. Publication & Documentation Costs			100				100				100			300	-
G. Other Costs - the examples provided can be changed															
1)															
2)															
3)															
4)															
5)															
6)															
7)															
8)															
Total Other Costs			-	-			-	-			-	-		-	-
Total Direct Costs			42,512	42,655			41,768	32,890			48,495	26,672		132,775	102,217
MODIFIED Direct Costs - used for calculating indirect			42,512				41,768				48,495			132,775	-
H. Indirect Costs - calculated from %*Modified Direct, but you can overwrite															
1) On: Cape Cod Coop Extension of Barnstable County	10	%	4,251				4,177	-			4,849	-		13,277	-
2) Off:		%	-	-			-	-			-	-		-	-
3) other:		%	-	-			-	-			-	-		-	-
Total Indirect Costs			4,251	-			4,177	-			4,849	-		13,277	-
Total Cost - (Total Direct) + (Total Indirect)			46,763	42,655			45,945	32,890			53,344	26,672		146,053	102,217

Budget Justification

Year 1 – WHSG/CCCE

A. Salaries & Wages (Total Requested \$29347; Match \$32671)

<u>Position Title & Name Federal</u>	<u>Yearly Salary</u>	<u>% Time</u>	<u>No. of Months</u>	<u>\$Amount</u>
Co-PI Abigail Archer Marine Resource Specialist	\$73,227	29%	3.5	16,899.00
Associate Staff, Josh Reitsma Marine Program Specialist	\$77,060	16%	2.0	12,449.00

Match

Co-PI Abigail Archer Marine Resource Specialist	\$73,227	44%	5.81	32,671.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach material and assist with media coverage of shellfish issues and developing a media response protocol and media fact sheet series, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, and will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$10565; Match \$9984)

<u>Position Title & Name Federal</u>	<u>Yearly Salary</u>	<u>Fringe Rate</u>	<u>Amount</u>
Co-PI Abigail Archer Marine Resource Specialist	\$73,227	11.38/hr	5125.00
Associate Staff , Josh Reitsma Marine Program Specialist	\$77,060	\$17.27/hr	5440.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$20,128/year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$9,342/year.

Match

Co-PI Abigail Archer \$73,227 11.38/hr 9984.00
 Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	1206 miles @ \$0.58/mile	\$700.00
Travel (Airfare & Ground)	Estimate for A Archer	\$1000.00
Per Diem (4 days)	\$65/day	\$260.00
Hotel (3 nights)	\$180.00/night	\$540.00
TOTAL		\$2500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 100 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$ 42512 federal and \$42655 match

I. Indirect Costs

\$4251 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$42512 federal request portion.

Total Year 1 Request: \$46763.00

Total Year 1 Match: \$42655.00

Year 2 – WHSG/CCCE

A. Salaries & Wages (Total Requested \$28904; Match \$25065)

(Note – 1 FTE is equivalent to 12 months of full-time effort; convert months of effort as needed to reflect this)

<u>Position Title & Name</u>	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Co-PI Abigail Archer Marine Resource Specialist	\$75,426	29%	3.5	20,307.00
Associate Staff, Josh Reitsma Marine Program Specialist	\$78,601	11%	1.35	8,597.00
<u>Match</u>				
Co-PI Abigail Archer Marine Resource Specialist	\$75,426	36%	4.32	25,065.00

Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, and will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$10,264; Match \$7825)

<u>Position Title & Name</u>	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Co-PI Abigail Archer Marine Resource Specialist	\$75,426	\$12.07/hr	\$6335.00
Associate Staff , Josh Reitsma Marine Program Specialist	\$78,601	\$18.44/hr	\$3929.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$22,141/year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$10,276/year.

Match

Co-PI Abigail Archer \$75,426 11.38/hr 7825.00
 Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)3000****

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	1206 miles @ \$0.58/mile	\$700.00
Travel (Airfare & Ground)	Estimate for A Archer	\$1000.00
Per Diem (4 days)	\$65/day	\$260.00
Hotel (3 nights)	\$180.00/night	\$540.00
TOTAL		\$2500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 100.00 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$41768 federal and \$32890 match

I. Indirect Costs

\$4177 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$41768.00 federal request portion.

Total Year 2 Request: \$45945.00

Total Year 2 Match: \$32890.00

Year 3 – WHSG/CCCE

A. Salaries & Wages (Total Requested \$33580; Match \$20143)

(Note – 1 FTE is equivalent to 12 months of full-time effort; convert months of effort as needed to reflect this)

<u>Position Title & Name</u>	Yearly Salary	% Time	No. of Months	\$Amount
Co-PI Abigail Archer Marine Resource Specialist	\$77,704	33%	3.5	23,908.00
Associate Staff, Josh Reitsma Marine Program Specialist	\$80,173	13%	1.5	9,672.00

Match

Co-PI Abigail Archer Marine Resource Specialist	\$77,704	28%	4.32	20,143.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach materials, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, and will also develop content for aquaculture outreach materials, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$12315; Match \$6523)

<u>Position Title & Name</u>	Yearly Salary	Fringe Rate	Amount
Co-PI Abigail Archer Marine Resource Specialist	\$77,704	\$12.80/hr	\$7679.00
Associate Staff , Josh Reitsma Marine Program Specialist	\$80,173	\$19.71/hr	\$4636.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$24,355/year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at \$11,304/year.

Match

Co-PI Abigail Archer \$77,704 11.38/hr 6529.00
Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$2,500)

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	1206 miles @ \$0.58/mile	\$700.00
Travel (Airfare & Ground)	Estimate for A Archer	\$1000.00
Per Diem (4 days)	\$65/day	\$260.00
Hotel (3 nights)	\$180.00/night	\$540.00
TOTAL		\$2500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 100.00 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$ 48495 federal and \$26672 match

I. Indirect Costs

\$4849 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$48,496.00 federal request portion.

Total Year 3 Request: \$53344.00

Total Year 3 Match: \$26672.00

Year 1-3 Complete – WHSG/CCE

A. Salaries & Wages (Total Requested \$91,831; Match \$77,878)

<u>Position Title & Name</u>	Yearly Salary	% Time	No. of Months	\$Amount
<u>Federal</u>				
Co-PI Abigail Archer Marine Resource Specialist			10.5	61,114.00
Associate Staff, Josh Reitsma Marine Program Specialist			4.85	30,718.00

Match

Co-PI Abigail Archer Marine Resource Specialist			14.45	77,878.00
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Co-PI Abigail Archer will oversee coordination with RI and CT Sea Grant on the tasks associated with Objectives 1-6 described in the proposal. She will also develop content for aquaculture outreach materials and assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, share with the other 2 Sea Grant programs lessons learned through shellfish farmer trainings and collaboratively develop new content for trainings, and assist as needed with the social science research.

Associate Staff, Josh Reitsma will take the lead on developing content for shellfish farmer trainings, develop content for aquaculture outreach materials, assist with analyzing media coverage of shellfish issues and developing a media response protocol and media fact sheet series, and assist as needed with the social science research.

B. Fringe Benefits (Total Requested \$33,144; Match \$24,338)

<u>Position Title & Name</u>	Yearly Salary	Fringe Rate	Amount
<u>Federal</u>			
Co-PI Abigail Archer Marine Resource Specialist			19,139.00
Associate Staff , Josh Reitsma Marine Program Specialist			14,005.00

The fringe benefit rate for Josh Reitsma cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at a variable cost per year.

The fringe benefit rate for Abigail Archer cover retirement (9%), Medicare (1.45%), Workers Comp (4%), unemployment insurance (3.12%), and Health/Dental Insurance at a variable cost per year.

Match

Co-PI Abigail Archer 24,338.00
 Marine Resource Specialist

C. Permanent Equipment (\$)

D. Expendable Supplies (\$)

E. Travel (\$)7500****

Domestic – estimates to attend the National Aquaculture Symposium and for mileage reimbursement to Media/Press Engagement Working Group meetings

Expense	Rate	Total
Mileage for A Archer & J Reitsma	@ \$0.58/mile	\$2100.00
Travel (Airfare & Ground)	Estimate for A Archer	\$3000.00
Per Diem (4 days)	\$65/day	\$780.00
Hotel (3 nights)	\$180.00/night	\$1620.00
TOTAL		\$7500

Travel for the Co-PI, Abigail Archer to attend the National Aquaculture Symposium, for Abigail Archer & Josh Reitsma to travel to meetings to coordinate work with RI & CT Sea Grant.

F. Publication Costs (\$) 300.00 is requested for printing of outreach materials

G. Other Costs (\$)

H. Total Direct Costs: \$ 132,775 federal and \$102,217 match

I. Indirect Costs

\$13,277 federal / \$0 match: The indirect cost rate is the de minimis rate, of 10% of modified total direct costs of the \$ 132,775.00 federal request portion.

Total Request: \$146,053/ \$102,217 match

AGENDA ITEM 8c

Authorizing the execution of an amendment to an agreement with BETA Group, Inc., executed March 6, 2018, for an estimated fee of \$159,600, to provide professional basic environmental engineering and consulting services to address Perfluoroalkyl substances (PFAS) contamination and provide Licensed Site Profession Services for the Fire Rescue Training Academy Site, for a period from March 6, 2018 through June 30, 2020, to extend the period of performance through December 31, 2020



February 5, 2020

Jack Yunits, Administrator
Barnstable County
Superior Courthouse
P.O. Box 427
Barnstable, MA 02630

Re: **2020 Amendment No. 2 - Environmental Consulting Services**
Professional Basic Services - Annual Environmental Consulting and Engineering and LSP
Barnstable County Fire - Rescue Training Academy MCP Releases Site
Barnstable, Massachusetts
MassDEP RTN 4-26179
File 18.06206.00
Proposal No. 19.8664.01

Dear Mr. Yunits,

BETA Group, Inc. (BETA) presents this calendar year 2020 Amendment No. 2 to our existing contract to continue to provide professional basic environmental engineering and consulting services to address PFAS contamination and provide Licensed Site Profession Services for the Fire Rescue Training Academy Site. FY 2020 Amendment No. 2 is focused on the professional basic services required to oversee the on-going remediation work at the Site, conduct Massachusetts Contingency Plan response actions and provide the related Licensed Site Professional services for the releases of PFAS and the historic releases of petroleum products at the Site.

We look forward to continuing to provide services on this challenging site. To authorize this Amendment No. 2, please sign below and return a copy to BETA.

Sincerely,

BETA, A Division of BETA Group, Inc.

Roger P. Thibault, PE, LSP
Senior Environmental Engineer

Marylou Armstrong, LSP
Vice President

Copy: Steve Tebo, Assistant County Administrator

Agreed and Accepted:

Jack Yunits, Administrator, For Barnstable County

1.0 INTRODUCTION

BETA Group, Inc. (BETA) is pleased to submit this proposed Amendment No. 2 for calendar year 2020 to our agreement to provide continuing environmental engineering and consulting services relative to managing historic groundwater and soil contamination at the Barnstable County Fire - Rescue Training Academy (FTA) in Barnstable, Massachusetts (the Site).

The scope of work in section 2.0 is focused primarily on the basic tasks required for the Site under 310 CMR 40.0000, the Massachusetts Contingency Plan (MCP) during the upcoming 12-month period. These basic professional services include:

- License Site Professional (LSP) oversight and direction for all MCP response actions,
- Quarterly Site-wide groundwater monitoring and assessment,
- Required periodic submittals to the Massachusetts Department of Environmental Protection (MassDEP) under the MCP,
- Overseeing the operation of the existing groundwater pumping and treatment system relative to LSP requirements, and
- Conducting the basic tasks under the existing Public Involvement Plan for the Site.

In addition, this amendment includes several supplemental tasks that do not fall under general LSP and MCP services. These include:

- Coordination and support of the up-coming pilot study of an innovative PFAS removal/destruction technology at the Site,
- Evaluating and supporting additional pilot studies on Site and bench scale studies (conducted at off-Site laboratories) that may be proposed in the near future.
- Supplemental soil borings on the FTA facility itself to support the pilot study, the final design of the IRA capping system, and the ultimate Phase II comprehensive Site assessment.
- The initial round of comprehensive assessment of Flintrock Pond sediment required to meet the Barnstable Order of Conditions, which cannot be delayed until the formal Phase II Comprehensive Site Assessment Scope of Work (see Task 2.2 in section 2.0).

The tasks in the SOW herein are intended primarily to address the soil, groundwater, surface water and sediment impacts from perfluoralkyl substances (PFAS) at the FTA. However, required groundwater monitoring and MCP submittals for the original (and still open) petroleum hydrocarbon release at the Site (MassDEP RTN 4-0190) are included in the proposed scope of services.

Based on direction by MassDEP Southeast Regional Office (SERO) officials, the submittal of a formal, detailed MCP Phase II Comprehensive Site Assessment Scope of Work (Phase II CSA SOW) is required for the FTA Site. The Phase II CSA SOW is included as a subtask under Task 2. Under the MCP, Phase II CSA must determine the nature and extent of the Site-related PFAS contamination in all environmental media, and the risks to human health, public welfare and the environment from Site-related contamination. It should also provide the bulk of the information required to evaluate and select the comprehensive

remedial actions. Executing the Phase II CSA SOW is not included herein; it will be the subject of a future amendment after the Phase II CSA SOW has been fully developed and approved by MassDEP. Furthermore, based on an interpretation provided by MassDEP SERO, the Phase II CSA Report, which will document all of the results of the Phase II work, is not due in 2020. The exact due date is not clear at this time; we will attempt to define the due date through the SOW development and MassDEP approval process.

2.0 SCOPE OF SERVICES

Task 1. Oversight and Sampling of Groundwater Pumping and Treatment System

1.1 Operational Data Review and Coordination with Contract Operator

BETA will continue to compile all information on the operation of the groundwater treatment systems (GWTS), coordinate with the County on the current operations and maintenance (O&M) contract, and coordinate with the contract operator to attempt to keep the GWTS operating effectively.

1.2 Influent and Effluent Sampling, Periodic System Checks and Oversight of GWTS Operation

A BETA field scientist or engineer will visit the Site once or twice per month to check the system and obtain operations monitoring samples for laboratory analyses. Influent, Mid-point and Effluent samples will be collected from both systems monthly. If monthly sampling is not sufficient to observe PFAS breakthrough of the granular activated carbon (GAC), we will evaluate ways to obtain additional operational monitoring samples. Samples will be collected in accordance with MassDEP and US EPA protocols and will be shipped by Federal Express under chain of custody to Bureau Veritas Group (formerly Maxxam Lab) of Mississauga, Ontario for analysis.

Operating information will be collected from the operator for each RMR reporting period during Site visits and via correspondence with the operations and maintenance contractor.

As part of the oversight responsibility for all MCP response actions, the LSP will conduct periodic visits to observe the GWTS and operations.

Task 2. Basic MCP Submittals For PFAS Release – January 2020 to December 2020

BETA will continue the preparation and submittal of monthly IRA Status Reports and Remedial Monitoring Reports. BETA will coordinate and assist in the electronic filing of these submittals, as listed below. In addition, and as noted in the Introduction, BETA will conduct the necessary reviews and prepare the formal Phase II CSA Scope of Work; see section 2.2.

2.1 Immediate Response Action Status Reports and Remedial Monitoring Reports

- 2.1.1 Prepare Immediate Response Action (IRA) Status Reports (report format) for the four months during which quarterly or extended annual groundwater monitoring is conducted: January, April, August, and October 2020. Status reports will include field screening data, groundwater and soil analytical results, tables, plans, figures, and appropriate MassDEP

forms. BETA will incorporate data provided by the Hyannis Water Division on the monitoring of the Mary Dunn wellhead treatment systems, as made available by Hyannis Water, into applicable IRA Status reports. Prepare draft and final versions of the IRA Status Reports and assist the County with the electronic filing of the final reports.

- 2.1.2 For the eight (8) months not noted in 2.1.1, monthly letter-format reports will be prepared letter-format IRA Status Reports/Remedial Monitoring Reports (RMRs), based on completion and electronic filing of the BWSC 105, 105 and 105B forms via the eDEP system.

2.2 Phase II Comprehensive Site Assessment Detailed Scope of Work Submittal

- 2.2.1 BETA will review past and recent Site data to identify data gaps and additional information that is needed to MCP Phase II requirements. BETA and a selected ecological risk characterization subconsultant will research current knowledge of ecological risk factors associated with PFAS impacts to surface water and sediment (Flintrock Pond) and attempt to identify data requirements to address such potential risks. BETA and its subconsultant, Bristol Engineering, will review the hydrogeologic information, data, background information and municipal well information that is available to identify additional data needs to meet Phase II CSA and remedial design requirements. BETA will also engage a human health risk assessor subconsultant to assist in the development of that component of the Phase II CSA.
- 2.2.2 Based on the results of Task 2.2.1, BETA and its subconsultants will develop the Public Comment draft Phase II CSA Scope of Work (SOW) for county review. Following review by the County, the public comment draft will be distributed for public comment. Subsequently, it will be submitted officially to MassDEP as well to the public information repository. BETA will coordinate with the County on the distribution of email and written notices of availability of the draft; the notices will solicit comments directly. At this time, no public meeting is proposed. BETA will also solicit input (typically unofficial) from MassDEP on the Public Comment Draft.
- 2.2.3 Following receipt and evaluation of comments, appropriate ones will be incorporated and the final Phase II CSA SOW will be prepared and filed with MassDEP. The final Phase II SOW will include appropriate figures, tables, and forms.

Task 3. MCP Response Actions for Historic Petroleum Hydrocarbon Release RTN 4-0190

3.1 Semi-Annual MCP Filing for RTN 4-0190

Based on previous and future (2020) groundwater monitoring, BETA will prepare two semi-annual status reports for RTN 4-0190, the historic petroleum releases at the Site.

3.2 Evaluation of Potential Regulatory Closure of Historic Petroleum Hydrocarbon Release RTN 4-0190

BETA will evaluate the current status and review historic conditions and historic MCP response actions for the historic petroleum hydrocarbon releases assigned RTN 4-0190 by MassDEP. BETA will evaluate potential additional MCP response actions or other technical processes that may allow achieving a Permanent Solution for that release. The potential benefits and estimated costs to perform the work necessary to support a Permanent Solution will be

evaluated and compared to maintaining the current status. The results of the evaluation will be compiled in a technical memorandum for review by the County. BETA will assist the County in reaching a decision on whether or not to proceed with the additional tasks to support a closure or continue with the status quo.

At this time, coordination and conducting the actual work to close-out the RTN 4-0190 release has not been included in this scope of work due to the uncertainty regarding the scope of such work.

3.3 Semi-Annual Groundwater Monitoring for RTN 4-0190

A subset of the groundwater monitoring wells sampled used for RTN 4-26479 quarterly monitoring will be included for additional sample collection/laboratory analyses for petroleum compounds during two of the quarterly events. If needed, a limited number of additional wells may also be sampled. Up to six (6) additional samples will be collected from selected monitoring wells for submittal to ESS Laboratory for analysis for Extractable Petroleum Hydrocarbons (EPH) and Volatile Petroleum Hydrocarbons (VPH) in accordance with MassDEP methods. Labor for this monitoring effort will be included under Task 4.

Task 4. Quarterly Groundwater Monitoring For PFAS Release

- 4.1 BETA will conduct Site-wide groundwater monitoring quarterly. In consultation with MassDEP, a subset of twelve (12) groundwater monitoring wells has been selected for quarterly monitoring to support the IRA. A set of 20 monitoring wells (eight additional) have been selected for and approved by MassDEP for annual monitoring. The selected wells will form the basis of quarterly monitoring. Additional monitoring wells may be included in the quarterly or annual sampling, as warranted and required to address specific data needs. .
- 4.3 The majority of the monitoring wells across the entire Site will be gauged (depth to groundwater) contemporaneously to the extent practical during the start of each quarterly monitoring round.
- 4.3 The selected monitoring wells will be purged and/or sampled in accordance with EPA and MassDEP protocols using low flow techniques. Ground water samples will be screened in the field for typical field parameters prior to collecting samples for analyses directly into laboratory-supplied containers. Dedicated sampling materials and validated methods will be employed in general conformance with the currently available information for proper sample collection and handling for PFAS. Ground water sample preservation and chain of custody procedures will be observed.
- 4.4 A minimum of twelve (12) groundwater samples will be submitted each quarter to the Bureau Veritas Group Laboratory (under the current contract with the County) for analysis for the full available list of perfluoralkyl substances. Once per annum, a minimum of 20 to 25 wells will be sampled for laboratory analysis.

Task 5. Evaluation of Potential Pilot Testing at BCFRTA

BETA will provide detailed coordination and support to and evaluation of the upcoming pilot study to be conducted at the Site by EnChem Engineering under an NIH grant. In addition, BETA will coordinate with other parties interested in obtaining samples from the Site for bench-scale studies or other testing. General coordination is included in this task. Soil borings and sampling that will partly provide baseline information prior to the EnChem pilot program are included in Task 6.

BETA will also coordinate and support other pilot studies and sampling for bench-scale testing at the Site as proposed by other firms, as appropriate and authorized by the County. If detailed proposals are submitted to the County for other pilot tests at the Site, BETA will evaluate the operational, monitoring and incidental costs of conducting the pilot test and present those findings to the County to assist in determining if the pilot test should be supported. The results of the evaluation(s) will be presented in technical memoranda for review by the County, as warranted. BETA will assist the County in reaching a decision on whether or not to proceed with a specific pilot test. During and following the conduct of pilot studies, BETA will evaluate the results and present technical memoranda to the County regarding the potential effective use of the evaluated technologies at the FTA Site. The evaluation of one additional proposed pilot study is included under this task.

Specific coordination, LSP oversight, and monitoring (soil and groundwater sampling) that would need to be conducted by BETA on behalf of the County for pilot studies in addition to the EnChem study have not been included in this scope of work due to the unknown extent of such work.

BETA will also coordinate the sampling of Site media by organizations seeking to perform testing of innovative PFAS treatment or destruction technologies.

Task 6. Initial Round - Supplemental Subsurface Soil Assessment

BETA will conduct supplemental subsurface assessment to support the EnChem pilot study, the final design of the IRA capping system, and the ultimate Phase II comprehensive Site assessment. The supplemental soil borings will be advanced at the south end of the FTA facility in the area proposed for the pilot study and in several perimeter locations around the FTA "track" that require additional soil information for capping final design or construction. The work will include:

- Advancement of up to 6 soil borings to a maximum depth of 25 feet below grade surface (bgs), and advancement of up to 8 borings to 15 feet bgs. Soil borings will be advanced using direct push drilling methods. Samples will be collected continuously. Soil samples will be screened in the field for evidence of elevated analyte concentrations utilizing head space, olfactory, and visual techniques.
- Up to 24 soil samples will be submitted to the Bureau Veritas Group Laboratory for PFAS analysis under the existing County contract. Selected samples may also be submitted to ESS Lab of Cranston RI for analysis of Total Organic Carbon and Total Iron. Preservation and chain of custody procedures will be observed.
- Finish a minimum of two borings as 2-inch diameter PVC monitoring wells. Purge and develop wells.

- A minimum of two samples will be collected from the new monitoring wells and submitted to Bureau Veritas Laboratory for PFAS analysis. Preservation and chain of custody procedures will be observed.

Task 7. Initial Round of Full Transect Sediment Sampling – Flintrock Pond

In order to meet the requirements of the Town of Barnstable Conservation Commission Order of Conditions (OOC) for the Phase I stormwater improvements, BETA will conduct one round of sampling of sediment across two full transects across Flintrock Pond. The sampling will be incorporated later into the comprehensive pond assessment as part of the Phase II CSA. BETA will conduct the sampling in conjunction with county personnel who will provide the means for controlled crossings of the pond and a dinghy. The work will include:

- Recording the locations of the transect end points and bearings using GPS and other instruments, as warranted. Recording the locations of water depth measurements and sediment sampling locations using GPS readings and measurements along the transect cables.
- Measuring depth of water/approximate top of sediment across the pond. Sampling surface water at two locations and two depths per location across the pond. Samples will be submitted to BV Laboratory for PFAS analysis.
- Sampling sediment at approximately 20 locations along an east-west transect and a north-south transect across the full dimensions of the pond. Sediment will be sampled at approximately 50 linear foot intervals manually using a sediment core sampler, dredge or similar device. At up to six (6) locations, BETA will attempt to profile the sediment vertically and collect an additional sediment sample vertically, including from granular materials beneath the apparent organic layer.
- Up to 30 samples will be collected into appropriate laboratory-supplied containers and submitted to Bureau Veritas Laboratory for PFAS analysis under the existing County contract. Up to 10 selected samples may also be submitted to ESS Lab of Cranston RI for analysis of Total Organic Carbon and Total Iron. Preservation and chain of custody procedures will be observed.
- The results will be compiled into a technical memorandum that will include updated mapping of the pond and the transect/sampling locations and tabulated results of surface water and sediment sampling.
- The sampling activities and results will be reported to the Barnstable Conservation Commission at a regularly scheduled meeting in accordance with the OOC. BETA will prepare the presentation and present the program to the Conservation Commission.

Task 8. Public Involvement Plan General Activities

- 8.1 BETA will conduct periodic activities as described in the final Public Involvement Plan (PIP) for the FTA Site, including periodic updates to the PIP mailing list, reviewing public comments and inquiries, and preparing responses. BETA will assist the county in distributing public notices, publishing public announcements and similar PIP activities.

- 8.2 BETA will prepare for, conduct and follow-up two (2) quarterly public update meetings for the FTA Site. It is assumed that two other PIP meetings will be conducted under specific scopes of work for other MCP deliverables not included in this Basic Services scope of work.

Task 9. Assist with State Revolving Fund Applications

- 9.1 BETA will review the regulations and procedures for applying for treatment system design and construction funds to address the future expenditures for major expansion of groundwater treatment for the Site. BETA will coordinate with the County on the suitability of specific projects for SRF funding.
- 9.2 BETA will prepare the relevant sections of a SRF application to the Mass. Department of Municipal Services (DMS) under the Mass. Drinking Water Revolving Fund or State Revolving Fund and coordinate with the County on the completion and filing of the applications.
- 9.3 BETA will assist the County with responding to requests for information regarding the SRF applications and participate in up to 2 meetings with SRF administrative officials, as warranted.

Task 10. Project Management, Meetings, and Miscellaneous Tasks

Under Task 10 BETA will:

- 10.1 Conduct periodic briefings and other correspondence and communication with the client relative to updates, conceptual plans, and recommendations. The scope of services includes up to five (5) meetings with the County or other local officials, e.g., Town of Barnstable, and/or Mass DEP officials, as warranted.
- 10.2 Perform project management activities, including general coordination with staff, sub-consultants, and the County, and financial project management.
- 10.3 Perform miscellaneous tasks, as warranted and as requested by the County, including but not limited to preparing general correspondence, reviewing documents, responding to inquiries, research, and other miscellaneous tasks not yet defined or included in the tasks enumerated above.

3.0 PROJECT SCHEDULE

The tasks described in 2.0 Scope of Services will be conducted continuously during calendar year 2020.

4.0 FEE FOR SERVICES

The scope of services described in Section 2.0 will be conducted for an estimated fee of **\$159,600**. The project will be performed on a time and expenses basis in accordance with the BETA Rate Schedule For Barnstable County and the existing Terms and Conditions of our agreement.

An approximate itemization per task for professional labor and expenses follows. Direct expenses will be billed to the County for actual cost plus 10%.

Itemized invoices will be submitted to the county for the project monthly. Payment will be due within thirty days of receipt of invoice.

Estimated costs per task:

Task 1. Oversight and Sampling of Groundwater Pumping and Treatment System

Professional Labor:	\$21,700.00
Laboratory ¹ :	\$ 0.00
Expenses:	<u>\$ 3,400.00</u>
Subtotal:	\$25,100.00

Task 2. MCP Monthly Submittals – January 2020 to December 2020

Professional Labor:	\$34,250.00
Subconsultants:	\$ 6,750.00
Expenses:	<u>\$ 100.00</u>
Subtotal:	\$41,100.00

Task 3. MCP Response Actions for Historic Petroleum Hydrocarbon Release RTN 4-0190

Professional Labor:	\$ 8,400.00
Laboratory ² :	\$ 3,500.00
Sub-consultants:	\$ 2,200.00
Expenses ³ :	<u>\$ 0.00</u>
Subtotal:	\$14,100.00

Task 4. Quarterly Groundwater Monitoring

Professional Labor:	\$23,450.00
Laboratory ¹ :	\$ 0.00
Expenses:	<u>\$ 9,100.00</u>
Subtotal:	\$32,550.00

Task 5. Evaluation and Coordination of Pilot Testing at FTA and Bench Testing

Professional Labor:	\$ 6,750.00
Laboratory ¹ :	\$ 800.00
Sub-consultants:	\$ 1,000.00
Expenses:	<u>\$ 100.00</u>
Subtotal:	\$ 8,650.00

Task 6. Initial Round - Supplemental Subsurface Soil Assessment

Professional Labor:	\$ 6,100.00
Laboratory and Drilling ⁴ :	\$ 800.00
Expenses:	<u>\$ 450.00</u>
Subtotal:	\$ 7,350.00

Task 7. Initial Round of Full Transect Sediment Sampling – Flintrock Pond

Professional Labor:	\$10,800.00
Laboratory ¹ :	\$ 900.00
Expenses & Equipment:	<u>\$ 1,000.00</u>
Subtotal:	\$12,700.00

Task 8. Public Involvement Plan Activities

Professional Labor:	\$ 4,600.00
Expenses:	<u>\$ 400.00</u>
Subtotal:	\$ 5,000.00

Task 9. Assist with State Revolving Fund Applications

Professional Labor:	\$ 3,600.00
Expenses:	<u>\$ 50.00</u>
Subtotal:	\$ 3,650.00

Task 10. Project Management and Meetings

Professional Labor:	\$ 9,200.00
Expenses:	<u>\$ 200.00</u>
Subtotal:	\$ 9,400.00

Notes:

1. Primary laboratory costs (PFAS analyses) under Bureau Veritas Group Laboratory contract with County. Limited testing for other parameters by ESS Lab under contract with BETA.
2. EPH and VPH testing in groundwater by ESS Lab under contract with BETA.
3. Sampling expenses included in Task 4.
4. Primary laboratory costs (PFAS analyses) under Bureau Veritas contract to County. Limited testing for other parameters by ESS Lab under contract with BETA. Drilling costs under contract direct to County.

NOVER-ARMSTRONG ASSOCIATES, INC.



124 Main Street, Unit 2GG
Carver, Massachusetts 02330
Telephone 508.866.8383

89 Shrewsbury Street, Suite 300
Worcester, Massachusetts 01604
Telephone 508.756.1600
MA & RI Certified WBE & DBE

March 6, 2018

Stephen C. Tebo, Director
Facilities Department
Barnstable County
Superior Courthouse
P.O. Box 427
Barnstable, MA 02630

Re: Environmental Consulting Services – Transition to LSP of Record and MCP Filings
Barnstable County Fire & Rescue Training Academy
Barnstable, Massachusetts
MassDEP RTN 4-26179
File P4104.1 and S4309

Dear Director Tebo,

Nover-Armstrong Associates, Inc. (Nover-Armstrong) is pleased to submit the attached proposal to provide professional environmental consulting services relative to contamination related to historic firefighting training activities at the Barnstable County Fire & Rescue Training Academy in Barnstable, Massachusetts (the Site). This proposal is for services during the transition to LSP of Record, initial filings under the MCP, and management of the Site for a period of 12 months.

We look forward to assisting you. To authorize this contract and the attached Terms & Conditions, please sign below and return a copy to Nover-Armstrong.

Sincerely,

Nover-Armstrong Associates, Inc.

Roger P. Thibault, PE, LSP
Senior Environmental Engineer

Marylou Armstrong, LSP
Principal

Agreed and Accepted:

For: Barnstable County

1.0 INTRODUCTION

Nover-Armstrong Associates, Inc. (Nover-Armstrong) is pleased to submit this proposal to provide professional environmental consulting services relative to managing historic groundwater contamination at the Barnstable County Fire & Rescue Training Academy (BCFRTA) in Barnstable, Massachusetts (the Site). Nover-Armstrong will contract Bristol Engineering to provide hydrogeologic expertise.

The scope of work in section 2.0 presents the tasks we believe are required during the upcoming 12-month period to assume License Site Professional (LSP) duties for the Site, oversee on-going Massachusetts Contingency Plan (MCP) response actions, prepare required regulatory deliverables to the Massachusetts Department of Environmental Protection (MassDEP) under the MCP, and oversee the operation of the existing groundwater pumping and treatment system relative to LSP requirements. These tasks are intended primarily to address the soil and groundwater impacts from perfluoralkyl substances (PFAS), primarily perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) at the BCFRTA and at the Mary Dunn Barnstable municipal wells located to the east of the Site. However, an evaluation of the historic and still open petroleum hydrocarbon release at the Site (MassDEP RTN 4-0190) is included in the proposed scope of services.

2.0 SCOPE OF SERVICES

Task 1. Additional Data Collection, Analysis and Detailed Site Inspection – Overall

Nover-Armstrong and sub-consultants will perform the following sub-tasks:

1.1 Site Inspection and Coordination Meetings

Conduct a detailed inspection of the Site and area focusing on the specific monitoring well locations, past releases that remain open under the MCP, the operating recovery well and treatment system, and other non-operational recovery wells. The inspection will also include the review and cataloging of the condition, details and capacity of the existing treatment system components. A meeting with the contract operator of the treatment system will be conducted as part of the Site inspection.

1.2 Data and Report Collection and Review

1.2.1 Collect and evaluate existing environmental reports, site assessments, and filings under the MCP regarding the PFOS contamination at the Site and affecting the Mary Dunn wells, as well as documents related to earlier releases at the Site that contain relevant information. The documents will be collected via close coordination with the County and the previous LSP for the Site. As feasible, data collection and evaluation will include, but not be limited to:

- Cape Cod Commission files and groundwater modeling efforts;
- Available detailed information on the Mary Dunn wells and installed treatment systems -design, operating parameters, costs and cost projections;
- The results of the recently conducted Immediate Response Action (IRA) at the Site (soil removal);
- Details on existing recovery well(s);
- Detailed records on groundwater recovered and treated to date on Site (since re-start to address PFOS);

- Cost records for O & M of existing source control pump & treat.
- 1.2.2 Review existing information on local and regional surficial geology and existing hydrogeologic information concerning surface and ground water interaction within the Study Area.
 - 1.2.3 Review data and reports on previously performed pump tests, including Zone II Study reports.
 - 1.2.4 Review hydrogeologic characteristics, history, components, design capacity and actual flow rates of existing Site/Source Area groundwater pumping system
 - 1.2.5 Review the existing On-Site groundwater treatment system, including: major mechanical components, the granular activated carbon (GAC) treatment vessels, GAC life cycle and historical change-out frequency, potential upgrades or improvements to the system for potential efficiencies in operation.
 - 1.2.6 Obtain Information on Mary Dunn Wellhead Treatment Systems and Operations
 - Review the available information on the systems.
 - Meet with Town water officials and establish flow of information for the Mary Dunn treatment systems.
 - Review GAC change-out history, costs and projected frequency.

Task 2. MCP Submittals – March 2018 to March 2019

Nover-Armstrong will develop, coordinate and prepare the regulatory submittals required under the MCP in conjunction with appropriate sub-consultants and assist in the electronic filing of these submittals, as listed below.

2.1 Immediate Response Action Status Reports and Remedial Monitoring Reports

- 2.1.1 Based on discussion at the recent MassDEP meeting, prepare two full Immediate Response Action (IRA) Status Reports for August 2018 and February 2019. The status reports will include generated field screening data, groundwater and soil analytical results, and appropriate MassDEP forms, tables, plans and figures. Incorporate the Mary Dunn wellhead treatment systems into the existing IRA. Prepare draft and final versions of the IRA Status Reports and assist the County with the electronic filing of the final reports.
- 2.1.2 Prepare monthly Remedial Monitoring Reports (RMRs), based on completion and electronic filing of the BWSC 105, 105 and 105B forms via the eDEP system. RMRs will be filed for the months when full IRA Status Reports are not filed; therefore, Nover-Armstrong has budgeted for 10 RMRs. If the Imminent Hazard evaluation described in Task 4 shows that an IH condition is not present currently at the Site and the Mary Dunn wells, then the number of RMRs would be reduced to two, as part of the IRA Status Reports under 2.1.1.

2.2 Phase I Initial Site Investigation Report and Tier Classification Submittal

- 2.2.1 Amend and update the recently prepared base plan for the BCFRTA portion of the release Site. This will require additional on-property identification of features, monitoring wells, treated groundwater discharge locations, etc. The deliverable will be a Detail Site Plan focused on the BCFRTA itself.
- 2.2.2 Using available MassGIS area mapping as a base, identify the locations of all monitoring wells found in the field and the operating recovery well and confirm their approximate locations using a portable GPS device. Monitoring wells and other features will then be added to the MassGIS base mapping to create the overall Site Plan for the release Site.
- 2.2.3 Compile available information on all MCP response actions since reporting of the PFOS/PFOA release, all analytical results, historic and updated information of monitoring wells used as part of the historic and on-going assessment of the Site, and up-to-date information on soil and groundwater concentrations into draft and final Phase I Initial Site Investigation (ISI) Reports. The reports will include appropriate figures, including those developed in Tasks 2.2.1 and 2.2.2, tables, forms and appendices. The report will include the Tier Classification information and opinion to meet MCP requirements.

2.3 Immediate Response Action Plan Modification Submittals

- 2.3.1 Based on the on-going development of renovation plans for the BCFRTA to improve operations and accommodate new fire training props, a minor IRA Plan Modification will be prepared to address movement and removal of impacted soils from the Site for construction of the improvements and installation of new props. In addition, this work item will include a soil/construction management plan to describe the requirements for proper management of impacted soils to the County or contractors executing the improvements.
- 2.3.2 Based on discussions and recent meetings, it is not certain if an IRA Plan Modification related to pilot testing or remedial additives will be required during the current scope of work period. Therefore, Nover-Armstrong is including in this scope of work a generic level of effort to prepare one full IRA Plan Modification. This effort is for document preparation and filing and is separate from the evaluation of the appropriateness of particular IRA Plan Modifications for pilot testing under Task 5.

Task 3. Oversight and Sampling of Groundwater Pumping and Treatment System

3.1 Operational Data Review and Coordination with Contract Operator

Nover-Armstrong will compile all available information on the operation of the groundwater treatment system (GWTS), coordinate with the County on the current operations and maintenance (O&M) contract and meet with the contract operator to obtain information and establish how operations results will be coordinated with and communicated to the LSP.

3.2 Influent and Effluent Sampling, Periodic System Checks and Oversight of GWTS Operation

A Nover-Armstrong field scientist or engineer will visit the Site twice per month to check the system and obtain operations monitoring samples for laboratory analyses. Our understanding is that influent, mid-point and effluent samples are currently collected weekly or twice weekly. Our intention is to reduce that sampling frequency to bi-monthly, as noted above. If the

proposed reduction in sampling frequency is not sufficient to observe PFAS breakthrough of the granular activated carbon (GAC), we will evaluate ways to obtain additional operational monitoring samples.

Samples will be collected in accordance with MassDEP and US EPA protocols and will be shipped under chain of custody to Maxxam Lab of Canada for analysis by Federal Express. All operating information will be collected from the operator for each RMR reporting period during weekly visits and via correspondence.

As part of the oversight responsibility for all MCP response actions, the LSP will conduct bi-monthly visits to observe the GWTS and operations.

Task 4. Imminent Hazard Evaluation

In conjunction with sub-consultant Sovereign Consulting Inc., Nover-Armstrong will conduct an Imminent Hazard (IH) evaluation in accordance with MCP requirements to the extent appropriate.

4.1 Preliminary Evaluation

Compile and review data on raw water PFAS concentrations at the Mary Dunn wells and discuss operations of the wells, monitoring of raw and treated water and the GAC change-out procedures for the wells with Barnstable officials. Compile current toxicology information for PFAS as it relates to potential impacts from drinking water and soil exposures. Conduct preliminary evaluation of IH potential based on these data. If this evaluation indicates that it is unlikely that an IH condition can be disproven, prepare a summary memo to the County regarding the evaluation and conclusions.

4.2 Final IH Evaluation

If the preliminary evaluation indicates that it is likely that it can be shown that an IH does not exist, complete the formal IH evaluation and prepare the formal documentation for inclusion in an IRA Status Report submittal.

Task 5. Evaluation of Potential Pilot Testing at BCFRTA

In conjunction with Kerfoot Technologies Inc. (KTI), Nover-Armstrong will evaluate the potential benefits and total costs to conduct a pilot study using KTI Perozone-3™ technology. The proposed technology will be studied in detail and discussed with KTI. Operational, monitoring and incidental costs of conducting the pilot test will be estimated and compared to other possible pilot tests that could be conducted and also compared to more basic remedial response actions that could be conducted at the Site. The results of the evaluation will be presented in a technical memorandum for review by the County. Nover-Armstrong will discuss the results with the County with the intention of reaching a decision on whether or not to proceed with the KTI Perozone-3™ pilot test.

If a decision is reached to proceed with the KTI Perozone-3™ pilot test, it will be described in a formal IRA Plan Modification to be prepared in accordance with MCP requirements under Task 2.3.

At this time, the coordination, LSP oversight, and monitoring (soil and groundwater sampling) that would need to be conducted by Nover-Armstrong on behalf of the County have not been included in this scope of work due to the uncertainty regarding pilot testing.

Task 6. Quarterly Groundwater Monitoring

- 6.1 Following the identification (and labelling in the field) of the locatable monitoring wells under Tasks 2.2.1 and 2.2.2, the majority of the monitoring wells across the entire Site will be gauged (depth to groundwater) contemporaneously to the extent practical during the start of each quarterly monitoring round.
- 6.2 Based on the detailed compilation and review of Site data conducted in Task 1, a subset of twelve (12) to fifteen (15) groundwater monitoring wells will be selected for quarterly monitoring to support the IRA. This represents a significant reduction in the number of monitoring wells sampled in an attempt to reduce the costs of the monitoring program.
- 6.3 The selected monitoring wells will be purged and/or sampled in accordance with EPA and MassDEP protocols using low flow techniques. Ground water samples will be screened in the field for typical field parameters prior to collecting samples for analyses directly into laboratory-supplied containers. Dedicated sampling materials and state of the art methods will be employed in general conformance with the currently available information for proper sample collection and handling for PFAS. Ground water sample preservation and chain of custody procedures will be observed.
- 6.4 Up to twelve (12) groundwater samples will be submitted each quarter to Maxam Laboratory (under the current contract with the County) for analysis for the full available list of perfluoralkyl substances.

Task 7. MCP Response Actions for Historic Petroleum Hydrocarbon Release RTN 4-0190

7.1 Evaluation of Potential Regulatory Closure of Historic Petroleum Hydrocarbon Release RTN 4-0190

Nover-Armstrong will evaluate the current status, historic conditions and MCP response actions, and potential additional MCP response actions or other technical processes required to reach a Permanent Solution for the historic petroleum hydrocarbon releases assigned RTN 4-0190 by MassDEP.

Nover-Armstrong will collect and evaluate existing environmental reports, site assessment, and filings under the MCP for RTN 4-0190 and the current status, including most recent MCP filings and the underlying analytical data. The MCP response actions and/or additional assessment needed to support a filing for a Permanent Solution under the MCP will be identified. The potential benefits and estimated labor and expense costs to perform the work necessary to support a Permanent Solution will be evaluated and compared to maintaining the current status. The results of the evaluation will be compiled in a technical memorandum for review by the County. Nover-Armstrong will discuss the results with the County with the intention of reaching a decision on whether or not to proceed with the necessary tasks.

At this time, coordination and conducting the actual work to close-out the RTN 4-0190 release has not been included in this scope of work due to the uncertainty regarding the scope of such work.

7.2 Semi-Annual Monitoring and MCP Filings for RTN 4-0190

Based on the detailed compilation and review of Site data conducted in Task 7.1, a subset of the twelve (12) groundwater monitoring wells used for RTN 4-26479 quarterly monitoring will be selected for additional sample collection or several additional wells will be added, if required, for coverage of the areas impacted by petroleum releases.

Up to six (6) additional samples will be collected from the selected monitoring wells for submittal to ESS Laboratory for analysis for Extractable Petroleum Hydrocarbons (EPH) and Volatile Petroleum Hydrocarbons (VPH) in accordance with MassDEP methods.

Task 8.0 Project Management and Meetings

- 8.1 Conduct periodic briefings and other correspondence and communication with the client and others relative to updates, findings, conclusions, and recommendations. The scope of services includes up to four meetings with the County or MassDEP.
- 8.2 Perform project management activities, including general coordination with Nover-Armstrong staff, sub-consultants, and the County, and financial project management.

3.0 PROJECT SCHEDULE

The tasks described in 2.0 Scope of Services will be conducted during the twelve month period following acceptance of this proposal and in accordance with the schedules generally laid out in the tasks themselves, where appropriate.

4.0 FEE FOR SERVICES

The scope of services described in Section 2.0 will be conducted for an estimated fee of **\$134,200**. The project will be performed on a time and expenses basis in accordance with the attached Nover-Armstrong 2018 Rate Schedule For Barnstable County and the attached Terms and Conditions. The Nover-Armstrong 2018 Rate Schedule For Barnstable County will apply for a period of one (1) year.

An approximate itemization per task for professional labor and expenses follows. Due to the on-going contracts for laboratory analysis and contract operations of the GWTS, expenses do not include Maxxam Laboratory costs for analysis of groundwater and soil samples for PFAS, or GWTS O&M costs. Periodically, groundwater or soil samples may be submitted to local laboratories for certain other tests, as noted in some tasks. Local laboratory costs and other direct expenses will be billed to the County for actual cost plus 15%.

The project will be itemized billed on a monthly basis. Payment will be due within thirty days of receipt of invoice.

Estimated costs per task:

Task 1. Additional Data Collection, Analysis and Detailed Site Inspection – Overall

Professional Labor:	\$ 5,900.00
Sub-consultants:	\$ 2,500.00
Expenses:	<u>\$ 400.00</u>
Subtotal:	\$ 8,800.00

Task 2. MCP Submittals – March 2018 to March 2019

Professional Labor:	\$ 28,900.00
Sub-consultants:	\$ 2,000.00
Expenses:	<u>\$ 500.00</u>
Subtotal:	\$ 31,400.00

Task 3. Oversight and Sampling of Groundwater Pumping and Treatment System

Professional Labor:	\$32,400.00
Sub-consultants:	\$ 500.00
Expenses:	<u>\$ 4,600.00</u>
Subtotal:	\$37,500.00

Task 4. Imminent Hazard Evaluation

Professional Labor:	\$ 1,000.00
Sub-consultants:	\$ 5,800.00
Expenses:	<u>\$ 0.00</u>
Subtotal:	\$ 6,800.00

Task 5. Evaluation of Potential Pilot Testing at BCFRTA

Professional Labor:	\$ 3,800.00
Sub-consultants:	\$ 1,000.00
Expenses:	<u>\$ 50.00</u>
Subtotal:	\$ 4,850.00

Task 6. Quarterly Groundwater Monitoring

Professional Labor:	\$20,000.00
Laboratory ¹ :	\$ 0.00
Sub-consultants:	\$ 2,500.00
Expenses:	<u>\$ 3,000.00</u>
Subtotal:	\$25,500.00

1. Laboratory costs under Maxxam Lab contract to County.

Task 7. MCP Response Actions for Historic Petroleum Hydrocarbon Release RTN 4-0190

Professional Labor:	\$ 3,750.00
Laboratory:	\$ 4,150.00
Sub-consultants:	\$ 1,000.00
Expenses:	<u>\$ 800.00</u>
Subtotal:	\$ 9,700.00

Task 8. Project Management and Meetings

Professional Labor:	\$ 8,400.00
Sub-consultants:	\$ 1,000.00
Expenses:	<u>\$ 250.00</u>
Subtotal:	\$ 9,650.00



NOVER-ARMSTRONG ASSOCIATES, Inc.
2018 FEE SCHEDULE – BARNSTABLE COUNTY

The following are **hourly rates** for professional environmental services:

Administration	\$ 55.00
Field Technician	\$ 75.00
Environmental Scientist I	\$ 85.00
Environmental Scientist II	\$ 95.00
Wetland Scientist I	\$ 85.00
Wetland Scientist II	\$ 95.00
GIS Specialist	\$ 95.00
Project Engineer	\$ 110.00
Project Manager	\$ 125.00
Professional Engineer - Civil	\$ 145.00
Senior Wetland Scientist	\$ 145.00
Senior Scientist	\$ 145.00
Professional Engineer – Environmental	\$ 155.00
Senior Project Manager	\$ 155.00
Licensed Site Professional (LSP)	\$ 165.00
Principal	\$ 165.00

**STANDARD
TERMS AND CONDITIONS
For
PROFESSIONAL SERVICES**

Nover-Armstrong Associates, Inc.

The attached Proposal For Services ("Proposal"), together with these Standard Terms and Conditions and any schedules, attachments and amendments thereto shall constitute the Agreement For Professional Services ("Agreement") between Nover-Armstrong Associates, Inc., a Massachusetts Corporation having the usual place of business in Carver, Plymouth County, and Worcester, Worcester County, Massachusetts (hereinafter referred to as "Nover-Armstrong") and Barnstable County, Barnstable, Massachusetts (hereinafter referred to as the "Client"). Nover-Armstrong hereby agrees to provide The Client with the services set forth in the attached Proposal under the following Terms and Conditions. In the absence of a Proposal, the work is described in attached cost estimates and / or memoranda.

1.0 Scope of Work

The Client hereby retains Nover-Armstrong to perform the Project Work Scope ("Services") described in the Proposal, cost estimates and / or memoranda, attached hereto and incorporated herein, and any Change Orders or Amendments, as provided for and attached by reference. In the absence of a Proposal, the work is described in attached cost estimates and / or memoranda.

2.0 Billing and Payments

As consideration for the professional services described in Section 1.0, the Client agrees to pay Nover-Armstrong in accordance with the rates, schedule of fees, fixed or lump sum fees or estimated costs set forth in the Proposal. Full payment is due at completion of project or as so stated in the proposal. In addition, Nover-Armstrong will submit monthly interim invoices for services performed, expenses incurred for the month, including but not limited to analytical laboratory, drilling, earthwork or surveying services, and services provided by other outside vendors, sub-contractors or sub-consultants.

The Client shall pay the amount of the Nover-Armstrong invoice upon receipt. Payment shall not be conditional upon the Client's securing of financing, permits or affirmative insurance coverage. Finance charges of one-percent per month shall be added after 30 days (12% as an annual percentage). The Client agrees that if its account is delinquent and is turned over to collection agents or legal counsel, collection fees, including reasonable attorney's fees and/or court costs, if necessary, shall be paid by the Client, whether or not legal action is instituted. It is understood that if the Client fails to pay any invoice due to Nover-Armstrong within 30 days, Nover-Armstrong may, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, terminate its performance under this Agreement. Invoice amounts in dispute shall not affect the Client's obligation to pay invoices or invoice amounts not in dispute.

Nover-Armstrong reserves the right to post a notice of contract and property (lien) for the work under this Agreement. The Client and Nover-Armstrong specifically agree that Nover-Armstrong has no obligation to release reports, drawings or other documents until the final invoice for services has been paid.

3.0 Confidentiality

Nover-Armstrong agrees to treat as confidential information regarding The Client's plans, facilities, processes, products, costs or operations while performing, or subsequent to performance of the Services described in the Proposal on behalf of The Client. The confidential nature of the work tasks and Client information shall not be disclosed to others without the Client's permission, or unless legally required, required to perform the Services, or required in connection with any claim or cause of action. All work findings, reports, and work products will be delivered only to the Client, or to other persons designated by the Client.

4.0 Right of Entry and Normal Disturbances

The Client hereby grants to Nover-Armstrong and warrants (if site is not owned by Client) that permission has been duly granted for a Right of Entry, from time to time, by Nover-Armstrong personnel, contractors or subcontractors upon the site for the purpose of performing and with the right to perform all acts, assessments, and research, including without limitation the making of earth excavations, pursuant to the Scope of Services. In addition, the Client hereby recognizes that subsurface exploration, intrusive site work, or the use of drilling or earth moving equipment may unavoidably affect, alter or damage terrain, affect vegetation and subsurface structures and utilities on the site. Client accepts the fact that this is inherent in environmental work and will not hold Nover-Armstrong liable or responsible for any such reasonable effect or damage. If Nover-Armstrong is required to restore land or subsurface structures or utilities (i.e., pipes, tanks, telephone cables) to their former condition, this work will be performed following written authorization from the Client and all costs will be invoiced to the Client and shall be paid in accordance with Article 2.0. In accordance with the Scope of Services, Nover-Armstrong will make reasonable inquiries of persons designated by the Client regarding subsurface structures and utilities at the site of the work and will notify Dig Safe or other applicable public mark out services and municipal agencies regarding planned subsurface intrusive work. Nover-Armstrong shall be entitled to rely on any plans, markings, surveys or other information provided by such persons or services.

5.0 General and Professional Liability

To the fullest extent permitted by law, the Client agrees to limit Nover-Armstrong's liability to the Client and to all contractors and subcontractors on the project for any and all injuries, claims, losses, expenses or damages, arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Nover-Armstrong's negligent acts, errors, omissions, strict liability, breach of contract or breach of warranty, such that the total aggregate of liability of Nover-Armstrong to all those named shall not exceed the total fee for Nover-Armstrong's services rendered in the project. Under no circumstances shall Nover-Armstrong be liable to the Client for any consequential damages, including, but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including by Nover-Armstrong's fault or negligence.

6.0 Existing Contamination and Hazardous Materials

Notwithstanding anything to the contrary in this Agreement, Nover-Armstrong shall have no title to, ownership of, or legal responsibility or liability for any and all existing contamination at the project site, or sites, including groundwater contamination. The Client agrees that Nover-Armstrong has not contributed to the presence of hazardous wastes, oil or other hazardous materials that may exist or be discovered in the future at the site and that Nover-Armstrong does not assume any liability for the known or unknown presence of such materials. Therefore, the Client shall defend, indemnify, and hold harmless Nover-Armstrong, its consultants, agents, and employees from and against all claims, damages, losses and expenses including defense costs and lawyer's fees that result from the actual alleged or threatened discharge and dispersal, release or escape of any of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkali materials, chemicals, waste, oil or other hazardous materials. The Client shall be liable under this paragraph for claims, damages, losses and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by Nover-Armstrong's sole negligence.

7.0 Standard of Care

While performing the Services under the Agreement subject to these Terms and Conditions, Nover-Armstrong will exercise that degree of care and skill ordinarily exercised under similar circumstances by similar environmental and engineering consulting professionals, as applicable, performing similar services and practicing in the same or similar locations and regulatory systems during the same period of time.

8.0 Standard Limitations

Nover-Armstrong is not responsible for the accuracy and veracity of information provided to us by outside parties with respect to project sites and adjacent properties. Data and opinions presented in reports are based on data and provided in accordance with the Proposal and Scope of Services. Reports and opinions are for the sole use of the Client. Any reuse or reliance on reports and opinions by third parties is prohibited and shall only be done with the prior written consent of Nover-Armstrong. Environmental site assessment reports and opinions are valid for a period not to exceed twelve months from the date of the report. Any use beyond this time period will require that said report and opinions be updated.

No representation is made concerning the presence of Asbestos Containing Materials (ACM), lead, radon gas, biological agents, or polychlorinated biphenyls (PCB's) unless expressly addressed. Reports present the opinions of Nover-Armstrong with the respect to the environmental conditions of subject property. The actual determination of compliance of present or former operators of a site with federal or state regulations can only be made by the appropriate regulatory agencies. The opinions rendered are not intended to imply a warranty or a guarantee and are based solely upon site conditions at the time of our investigation.

Chemical analyses may be performed for certain parameters during assessment. However, additional chemical constituents not searched for during a study may be present in soil and/or groundwater at a site. Chemical conditions reported reflect conditions only at locations tested at the time of testing and within the limitations of the methods used. Such conditions can vary rapidly from area to area and from time to time. No warranty is expressed or implied that chemical conditions other than those reported do not exist within a site.

Negative findings at a test location do not guarantee that the soil or groundwater at depth is free of contaminants because geologic and/or hydrologic conditions may be present that prevent upward diffusion of contaminants from deeper horizons. Additionally, positive findings at a sample location can arise from soil contamination only and do not confirm that the underlying groundwater has been impacted.

Nover-Armstrong may render opinions or estimates of probable environmental assessment, remediation, monitoring, or operational costs or construction costs in reports, filings or other documents or work products. These opinions may also involve approximate quantity estimates, prices and schedules of work. The Client agrees that Nover-Armstrong does not guarantee or warrant the accuracy of such cost estimates unless they are stated as fixed costs within a Proposal for Services.

9.0 Public Responsibility

The Client acknowledges that the Client or the Site Owner, as the case may be, is now and shall remain in control of the Site for all purposes at all times. Except as required by law, Nover-Armstrong does not undertake to report to any federal, state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the Site from time to time that may present a potential danger to public health, safety or the environment.

The Client agrees to timely notify each appropriate federal, state county and local public agency, as required by law, of the existence of any condition at the Site that may present a potential danger to public health, safety or the environment.

Notwithstanding the provisions of the foregoing, Nover-Armstrong will comply with subpoena, judicial orders or government directives and federal, state, county and local laws, regulations and ordinances, and applicable agencies of findings with respect to potential dangers to public health, safety or the environment. Nover-Armstrong shall not have liability or responsibility to the Client or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify and hold harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorney's fees, incurred by Nover-Armstrong and arising directly or indirectly in connection with the reporting by Nover-Armstrong of such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law.

10.0 Observation Services

If the Services under the Agreement include providing personnel to observe and report on specific aspects or phases of a project, such observation shall not include supervision or direction of the work of the contractor, his employees or agents. The Client shall notify the contractor of such observation services by Nover-Armstrong and should also be informed by the Client that neither the presence of our field representative nor observation and/or testing by Nover-Armstrong shall excuse the contractor from defects discovered in its work. Nover-Armstrong's representations will be limited to establishing compliance with the technical requirements of the contract documents which it has produced and will not extend to any other technical requirements, whether or not incorporated in the technical provisions by reference. Nover-Armstrong is not responsible for the contractor's use or administration of personnel, machinery, construction means or methods, safety procedures, or contractual compliance. Observation services provided by Nover-Armstrong are solely for the benefit of the Client.

11.0 Sample Disposal

Test samples, portions of test samples, and other samples and materials taken from a site of work performed under this Agreement will be discarded 60 days after completion of the Services unless Client advises Nover-Armstrong otherwise in writing. On request, Nover-Armstrong shall ship or deliver the samples or store them for an agreed fee.

12.0 Governing Law

The Agreement subject to these Terms and Conditions shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any law, which would result in the application of the law of any other jurisdiction. The Client and Nover-Armstrong hereby agree and consent that any legal action, suit or proceeding arising out of, or in connection with this Agreement shall be instituted in the courts of the Commonwealth of Massachusetts, and by execution of this Agreement each party accepts the exclusive jurisdiction of such courts and to all proceedings in such courts.

13.0 Successors and Assigns

The Agreement subject to these Terms and Conditions shall be binding upon the Parties to the Agreement (Client and Nover-Armstrong) and their successors and assigns as provided herein. The Parties shall not assign, sell, transfer or subcontract this Agreement without prior written consent of the other Party. The Client hereby consents to the subcontracting of those portions of the Services under this Agreement identified in the Proposal as subcontracted services or those that are customarily performed by subcontractors, including laboratory, drilling and geophysical services.

14.0 Severability and Survival

If any part of the Agreement subject to these Terms and Conditions shall be held illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over the Agreement, the remaining portions, terms or provisions of the Agreement shall not be affected thereby.

Any provisions of the Agreement subject to these Terms and Conditions that are required to fully exercise the rights and obligations of the Agreement under the performance of Services under the Agreement, shall survive the termination of the Agreement, including but not limited to Articles 5, 6 and 7.

NOVER-ARMSTRONG ASSOCIATES, INC.



124 Main Street, Unit 2GG
Carver, Massachusetts 02330
Telephone 508.866.8383

89 Shrewsbury Street, Suite 300
Worcester, Massachusetts 01604
Telephone 508.756.1600
MA & RI Certified WBE & DBE

June 11, 2018

Stephen C. Tebo, Director
Facilities Department
Barnstable County
Superior Courthouse
P.O. Box 427
Barnstable, MA 02630

Re: Work Scope Addendum to Original Proposal for LSP Services, dated March 6, 2018
Environmental Consulting Services – Transition to LSP-of-Record and MCP Filings
Barnstable County Fire & Rescue Training Academy
Barnstable, Massachusetts
MassDEP RTN 4-26179
File P4104.3 and S4309

Dear Director Tebo,

Nover-Armstrong Associates, Inc. (Nover-Armstrong) is pleased to submit the attached Work Scope as an Addendum to the previously authorized proposal (dated March 6, 2018) to provide Environmental Consulting Services – Transition to LSP-of-Record and MCP Filings relative to contamination related to historic firefighting training activities at the Barnstable County Fire & Rescue Training Academy in Barnstable, Massachusetts (the Site).

We look forward to continuing to assist you. To authorize these change orders, please sign below and return a copy to Nover-Armstrong.

Sincerely,

Nover-Armstrong Associates, Inc.

Marylou Armstrong, LSP
Principal

Agreed and Accepted:

For: Barnstable County

1.0 INTRODUCTION

Nover-Armstrong is pleased to submit the attached Work Scope as an Addendum to the previously authorized proposal (dated March 6, 2018) to provide Environmental Consulting Services – Transition to LSP-of-Record and MCP Filings relative to contamination related to historic firefighting training activities at the Barnstable County Fire & Rescue Training Academy in Barnstable, Massachusetts (the Site).

This proposal is for additional environmental services required as a result of MassDEP's Notice of Audit Findings (NOAF) Letter, dated June 1, 2018; and unexpected operation and maintenance (O&M) activities necessary for the on-Site Groundwater Pump & Treatment System.

2.0 SCOPE OF ADDITIONAL SERVICES

Task 1. Management of Major Repairs and Maintenance to the BCFRTA GWPTS

- Provide Operation and Maintenance activities and sub-contractor (electrician) oversight due to system failure. Change order item required due to lack of availability of System Operator and unresolved electrical issue.
- Oversight of Carbon Change-out and restart of GWPTS. Required due to lack of availability of System Operator.
- Additional project management hours related to the management of GWPTS repairs and maintenance not included in the original March 2018 proposal. This includes, additional LSP Site visits, conference calls to Barnstable County, and LSP coordination with the Licensed Operator.

Task 2. Additional Services for Conceptual Stormwater Management Plan – Phase 1 Plan

- Revisions and Updates to Conceptual Stormwater Management Plan as required by MassDEPs Notice of Audit Findings (NOAF) Letter, dated June 1, 2018. Interim stormwater management BMPs proposed will be developed in coordination with Nover-Armstrong's LSP-of-Record and Barnstable County representatives. The Phase 1 Plan will be stamped by a MA Licensed Professional Engineer.
- Prepare and File a Request for Determination of Applicability under the Massachusetts Wetlands Protection Act and any local bylaw / regulations for interim IRA activities.
- Attend one (1) Conservation Commission meeting by Wetland Scientist and LSP or representative.

Task 3. IRA Plan Modification

- Prepare an IRA Plan Modification per MassDEPs Notice of Audit Findings (NOAF) Letter, dated June 1, 2018.
- The IRA Plan Modification will describe methods that BCFTA will employ to prevent storm water and / or fire training water from entering the Hot Spot Area and will include a schedule / timeline detailing the implementation of risk reduction measures.
- Prepare additional design plans and response actions related to the proposed IRA Plan Modification.

- Includes additional project management tasks (client communication and/or additional site visits or town meetings related to the preparation and submittal of the IRA Plan Modification).

3.0 FEE FOR SERVICES

The scope of services described in Section 2.0 will be conducted for an estimated fee of **\$14,330.00**. The project will be performed on a time and expenses basis in accordance with the attached Nover-Armstrong 2018 Rate Schedule For Barnstable County and the attached Terms and Conditions. The Nover-Armstrong 2018 Rate Schedule For Barnstable County will apply for a period of one (1) year.

The project will be itemized billed on a monthly basis. Payment will be due within thirty days of receipt of invoice.

Estimated costs per task:

Task 1. Management of Major Repairs and Maintenance to the BCFRTA GWPTS	\$ 5,280.00
Task 2. Phase 1 Interim Stormwater Management Plan Development & Permitting	\$ 4,770.00
Task 3. IRA Plan Modification	\$ 4,280.00



July 12, 2019

Jack Yunits, Administrator
Barnstable County
Superior Courthouse
P.O. Box 427
Barnstable, MA 02630

Re: Environmental Consulting Services – FY 2020 Amendment No. 1
IRA Plan Modifications Services
Barnstable County Fire - Rescue Training Academy
Barnstable, Massachusetts
MassDEP RTN 4-26179
File 18.06206.00

Dear Mr. Yunits,

Nover-Armstrong, a Division of BETA Group, Inc. (BETA) presents this fiscal year 2020 (FY 2020) Amendment No 1 to our existing contract to provide professional environmental consulting services to address the MassDEP-mandated Interim Deadline to prepare an Immediate Response Action (IRA) Plan Modification that presents detailed plans to cap PFAS-impacted soils at the Site and increase the pumping and treatment of contaminated groundwater. These services are related to the PFAS impacts from historic firefighting training activities at the Barnstable County Fire & Rescue Training Academy in Barnstable, Massachusetts (the Site). FY 2020 Amendment No. 1 is focused on specific IRA Plan Modification services. Additional amendments will be presented at a later time for the regular tasks associated with monthly Site management and MCP/LSP services, Phase II site assessment and public involvement tasks.

We look forward to continuing to provide services on this challenging site. To authorize this Amendment No. 1, please sign below and return a copy to BETA.

Sincerely,

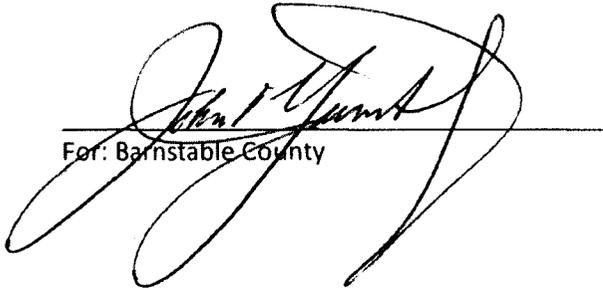
Nover-Armstrong, A Division of BETA Group, Inc.

Roger P. Thibault, PE, LSP
Senior Environmental Engineer

Marylou Armstrong, LSP
Vice President

Copy: Steve Tebo, Assistant County Administrator

Agreed and Accepted:



For: Barnstable County

1.2 Support of Designs for IRA Plan Modifications

Coordinate with and provide support for civil engineering and sub-consultants in the preparation of IRA Plan Modification designs.

1.3 Initial Phase II Soil Sampling and Data Collection

As part of Task 3 (see below), several test pits must be conducted. In addition to coordinating that work with the county and FTA officials, BETA personnel will collect representative soil samples from multiple depths in the test pits for PFAS testing. Assuming some available time for the excavator while perc tests are conducted, additional test pits will be dug for the purpose of evaluating PFAS contamination in soils; subsurface conditions will be observed and logged, and soil samples collected from multiple depths.

Up twelve (12) soil samples will be collected and submitted to the contract laboratory (Maxxam Analytics) for PFAS analysis via the current ASTM method. The analytical results will be tabulated and interpreted in conjunction with the available historic soils data.

Task 2. Preliminary Design of New Extraction Well

Task 2 will be executed by sub-consultant Bristol Engineering Advisors, Inc. (Bristol Engineering) in coordination with BETA. Bristol Engineering's tasks are summarized below.

2.1 Location and Design of Proposed Extraction Well

Bristol will review and evaluate existing available data regarding nature and extent of PFAS impacts to groundwater, local and regional surficial geology, and local and regional hydrogeology.

Bristol will identify a preferred location for an additional impacted groundwater extraction well. Bristol will then evaluate suitability for long-term removal of PFAS from the impacted aquifer.

Preliminary well design will be conducted and preliminary well specifications will be prepared.

Bristol will prepare a summary report with recommendations and will participate in meetings with BETA and the County to discuss the project and findings.

Task 3. Preliminary Design – Capping and Stormwater Management Plan

3.1 Subsurface Exploration

On-site soils testing will be conducted which includes test pits, soil evaluations and permeability tests in potential areas to locate stormwater infiltration Best Management Practices (BMPs). A maximum of four (4) permeability tests will be conducted at a maximum two (2) potential BMP locations onsite (to be determined in the field). It is assumed that Barnstable County will provide a mini-excavator or backhoe.

1.0 INTRODUCTION

Nover-Armstrong, A Division of BETA Group, Inc. (BETA) is pleased to submit this proposal to provide professional environmental consulting services relative to managing historic groundwater contamination at the Barnstable County Fire & Rescue Training Academy (BCFRTA) in Barnstable, Massachusetts (the Site). BETA will contract Bristol Engineering to provide hydrogeologic expertise.

The scope of work in section 2.0 presents the tasks we believe are required to address the *Request For Expedited IRA Plan Modification/Interim Deadline Enforcement Document No. 00006694* from the Massachusetts Department of Environmental Protection (MassDEP), Bureau of Waste Site Cleanup, Southeast Regional Office dated May 1, 2019 (“MassDEP May 1, 2019 IRA Request”). However, based on email correspondence and telephone conversations, MassDEP has formally accepted our request, made during our meeting of May 21, 2019 and in an official letter to MassDEP dated May 31, 2019 to restore the Interim deadlines to August 28, 2019.

In the May 1, 2019 IRA Request, MassDEP requested two expedited Immediate Response Actions (IRAs): 1) a detailed plan to expand the groundwater recovery and treatment system, and 2) a detailed plan for capping measures to prevent infiltration of precipitation through PFAS-contaminated soil at the Site. These detailed plans are to be presented in an expedited IRA Plan Modification.

Separately, on behalf of Barnstable County, we are soliciting proposals for additional, temporary groundwater treatment capacity at the Site via implementation of a rented, mobile unit as soon as practical. The rented unit would operate in parallel to the current system. This work is considered a continuation of the original IRA Plan work and an extension of the current groundwater recovery and treatment IRA. The implementation will be described in future IRA Status reports.

2.0 SCOPE OF SERVICES

Task 1. Additional Data Collection and Analysis and Coordination to Support IRA Plan Modifications

BETA will perform the following sub-tasks:

1.1 Supplemental Data Collection and Review

Perform supplemental evaluation of existing environmental reports, site assessments, and logs for geologic and hydrogeologic data about conditions at the Site and the Mary Dunn wells. As feasible, data collection and evaluation will include, but not be limited to:

- Available Cape Cod Commission files and groundwater modeling efforts;
- Available detailed information on the Mary Dunn wells and pumping records of those wells.
- Local and regional surficial geology and existing hydrogeologic information concerning surface and ground water interaction at the Site;
- Data and reports on previously performed pump tests, including Zone II Study reports.

3.2 Preliminary Site Design

Prepare preliminary (25%) Construction Plans and Estimate. Construction Plans will have adequate detail to clearly depict the proposed site conditions including impervious surface cap, stormwater management system and erosion controls. A Preliminary Engineer's Estimate of Probable Construction Cost will be generated for the proposed site work. The preliminary design plans and estimate will be submitted to MADEP and the Client for review and approval.

3.3 Stormwater Runoff Analysis

Conduct a hydrologic storm runoff analysis of the pre/post site conditions demonstrating compliance with all applicable MADEP and Town of Barnstable Stormwater Management Regulations. Prepare a Stormwater Runoff Report summarizing the analysis, including a hydrologic model of all proposed stormwater BMPs.

Task 4. IRA Plan Modification

Prepare an IRA Plan Modification document per MassDEP's requests/Interim deadlines. The IRA Plan Modification document will include the detailed proposed IRA Plan modifications developed through Tasks 1 through 3, above. The document will include the preliminary design plans related to the proposed IRA Plan Modification.

A Public Comment Draft IRA Plan Modification document will be prepared for review by Barnstable County. Following receipt of comments and authorization to release the document, the Final Public Comment Draft IRA Plan Modification document will be prepared and submitted to MassDEP.

Initial Public Involvement Plan (PIP) activities for this submittal will be conducted: prepare and assist County in distribution of notification of availability of the Public Comment Draft IRA Plan Modification. Distribution of the document to the repository and assistance with uploading it to the County's FTA webpage, and scheduling of a public meeting to discuss the document. The follow-up public involvement activities, including the public meeting, will be included in another amendment scope of services.

Task 5.0 Project Management and Meetings

- 5.1 Conduct periodic briefings and other correspondence and communication with the client relative to updates, conceptual plans, and recommendations. The scope of services includes up to four meetings with the County or other local officials, e.g., Town of Barnstable, as warranted.
- 5.2 Perform project management activities, including general coordination with staff, sub-consultants, and the County, and financial project management.

3.0 PROJECT SCHEDULE

The tasks described in 2.0 Scope of Services will be conducted to meet the August 28, 2019 Interim deadline.

4.0 FEE FOR SERVICES

The scope of services described in Section 2.0 will be conducted for an estimated fee of **\$46,800.00**. The project will be performed on a time and expenses basis in accordance with the attached BETA 2019 Rate Schedule For Barnstable County and the attached Terms and Conditions.

An approximate itemization per task for professional labor and expenses follows. Due to the on-going contracts for laboratory analysis and contract operations of the GWTS, expenses do not include Maxxam Analytics costs for analysis of soil samples for PFAS. Sub-consultant fees and other direct expenses will be billed to the County for actual cost plus 10%.

The project will be itemized billed on a monthly basis. Payment will be due within thirty days of receipt of invoice.

Estimated costs per task:

Task 1. Additional Data Collection and Analysis and Coordination in Support of IRA Plan Modifications

Professional Labor:	\$ 5,000.00
Expenses:	<u>\$ 100.00</u>
Subtotal:	\$ 5,100.00

Task 2. Preliminary Design of New Extraction Well

Professional Labor:	\$ 600.00
Sub-consultants:	<u>\$ 14,200.00</u>
Subtotal:	\$ 14,800.00

Task 3. Preliminary Design – Capping and Stormwater Management Plan

Professional Labor:	\$ 15,700.00
Expenses:	<u>\$ 200.00</u>
Subtotal:	\$ 15,900.00

Task 4. IRA Plan Modification

Professional Labor:	\$ 4,400.00
Expenses:	<u>\$ 50.00</u>
Subtotal:	\$ 4,450.00

Task 5. Project Management and Meetings

Professional Labor:	\$ 4,900.00
Sub-consultants:	\$ 1,500.00
Expenses:	<u>\$ 150.00</u>
Subtotal:	\$ 6,550.00



124 Main Street, Unit 2GG
Carver, Massachusetts 02330
Telephone 508.866.8383

89 Shrewsbury Street, Suite 300
Worcester, Massachusetts 01604
Telephone 508.756.1600
MA & RI Certified WBE & DBE

February 14, 2017

Stephen C. Tebo, Director
Facilities Department
Barnstable County
Superior Courthouse
P.O. Box 427
Barnstable, MA 02630

Re: Professional Environmental Consulting and Civil Engineering Services
Barnstable County Fire & Rescue Training Academy
Barnstable, Massachusetts
File S3999

Dear Director Tebo,

Nover-Armstrong Associates, Inc. is pleased to submit the attached proposal to provide Professional Environmental Consulting and Civil Engineering Services relative to evaluating potential physical improvements to the fire training facilities at the Barnstable County Fire & Rescue Training Academy in Barnstable, Massachusetts. This proposal involves conducting an initial environmental audit of the BCFRTA, an alternatives analysis for management of training water as well as Dry Chemical Fire Extinguisher application and engineering and survey services for the conceptual design for stormwater and training water collection.

We look forward to assisting you. To authorize this contract and the attached Terms & Conditions, please sign below and return a copy to Nover-Armstrong.

Sincerely,

Nover-Armstrong Associates, Inc.

Agreed and Accepted:

Ruth McCawley Geoffroy, AICP
Director Environmental Permitting & Planning

1.0 INTRODUCTION

Nover-Armstrong Associates, Inc. (Nover-Armstrong) is pleased to submit this proposal to provide Professional Environmental Consulting and Civil Engineering Services relative to conducting an initial environmental audit, an alternatives analysis for management of training water as well as dry chemical fire extinguisher application and engineering services for the conceptual design for stormwater and training water collection at the Barnstable County Fire & Rescue Training Academy (BCFRTA) in Barnstable, Massachusetts (the Site). Land Planning, Inc., will provide Professional Land Surveyor services.

The scope of work is intended to evaluate potential physical improvements to the fire training facilities at the Site and prepare a conceptual design of the improvements.

2.0 PROFESSIONAL CONSULTING SERVICES

2.1 Development of Existing Conditions Plan

2.1.1 Conduct a boundary delineation of wetland resource areas on and within 100 feet of the current and conceptual site improvements including along Flint Rock Pond. Field methodology will comply with current resource area definitions under the State Wetlands Protection Act, its Regulations and local Wetlands Protection Bylaw and Regulations, if applicable. Resource area descriptions and delineation methodology will be provided in the final summary report.

2.1.2 Conduct an existing conditions survey within the limit of current site improvements and immediately adjoining unimproved land, as necessary, for the Conceptual Design including land between the improved site and Flint Rock Pond by a MA Professional Land Surveyor. Topography, location of buildings, structures, stormwater management features, known subsurface tank locations, and wetland boundary flags will be located.

2.1.3 Prepare an AutoCAD Existing Conditions Plan of the area of current Site improvements and adjoining land as appropriate by a MA Professional Land Surveyor. A property line survey is not included in this fee and scope proposal but could be provided upon Client Request for an additional fee.

2.2 Site Research and Reconnaissance

2.2.1 Collect and review available information regarding existing Site infrastructure including historical use, location, construction and capacity of existing subsurface storage tanks and piping as well as filtration and treatment systems.

2.2.2 Conduct a detailed inspection of the Site and environs by a Stormwater Professional. Site reconnaissance will be conducted prior to the existing conditions survey in order to identify and mark known subsurface site features if necessary.

2.2.3 Environmental Audit of Live Fire Training Activities and Areas including the following components:

- Training Water Use
- Burn Building and Props (Straw)
- Dry Chemical Fire Extinguishers (Sodium Bicarbonate)

2.3 Conceptual Design for Stormwater and Training Water Collection

Develop a Conceptual Design Plan for stormwater and training water collection and possible reuse. Plan will show existing and conceptual proposed site improvements relating to stormwater and fire training water collection, reuse and management. Plan will be stamped by a MA P.E. – Civil.

2.4 Conceptual Design for Dry Fire Extinguisher Training

Develop a Conceptual Design Plan for Dry Fire Extinguisher Training Area with sodium bicarbonate collection. Plan will show existing and conceptual proposed site improvements relating to fire extinguisher training with sodium bicarbonate collection and management. Plan will be stamped by a MA P.E. – Civil.

2.5 Conceptual Design Plan for Improvements Summary Report

A Summary Report for the Conceptual Design Plan will be developed summarizing activities and analyses performed; selected and alternative Stormwater and Training Water Management Conceptual Designs; Dry Fire Extinguisher Training Area design; permitting requirements for selected designs; operation and maintenance considerations for selected designs; containing, storing, treating, reusing and managing fire training water on-site with selected design; containing and managing sodium bicarbonate training materials on-site with selected design; collecting, storing and disposing of training props (straw); and, estimated cost of improvements.

2.6 Conceptual Design Development Meetings

Design Development Meetings will be necessary as information is gathered and developed. We anticipate a minimum of three (3) meetings with the Client, representatives of Barnstable County Fire & Rescue Training Academy and Barnstable County. A total of 12 hours has been budgeted for this task.

3.0 PROJECT SCHEDULE

It is estimated that it will take eight (8) weeks to complete the tasks described in 2.0 Professional Consulting Services. The project schedule will be coordinated with the client.

4.0 FEE FOR SERVICES

The scope of services described in section 2.0 will be conducted for an estimated fee of **\$ 23,600.00**. The project will be completed on a time and expenses basis in accordance with the Nover-Armstrong Rate 2017 Rate Schedule, attached and the attached Terms and Conditions. The Nover-Armstrong Rate 2017 Rate Schedule will apply for a period of one (1) year.

The project will be itemized / billed on a monthly basis until completion. Payment will be due within thirty (30) days of receipt of invoice.



NOVER-ARMSTRONG ASSOCIATES, Inc.
2017 FEE SCHEDULE

The following are **hourly rates** for professional environmental services:

Administration	\$ 55.00
Field Technician	\$ 75.00
Environmental Scientist I	\$ 85.00
Environmental Scientist II	\$ 95.00
Wetland Scientist I	\$ 85.00
Wetland Scientist II	\$ 95.00
GIS Specialist	\$ 95.00
Project Engineer	\$ 110.00
Project Manager	\$ 125.00
Professional Engineer - Civil	\$ 135.00
Senior Wetland Scientist	\$ 150.00
Senior Scientist	\$ 150.00
Professional Engineer – Environmental	\$ 165.00
Senior Project Manager	\$ 165.00
Licensed Site Professional (LSP)	\$ 165.00
Principal	\$ 165.00

**STANDARD
TERMS AND CONDITIONS
For
PROFESSIONAL SERVICES**

Nover-Armstrong Associates, Inc.

The attached Proposal For Services ("Proposal"), together with these Standard Terms and Conditions and any schedules, attachments and amendments thereto shall constitute the Agreement For Professional Services ("Agreement") between Nover-Armstrong Associates, Inc., a Massachusetts Corporation having the usual place of business in Carver, Plymouth County, Massachusetts (hereinafter referred to as "Nover-Armstrong") and Barnstable County, Massachusetts (hereinafter referred to as the "Client"). Nover-Armstrong hereby agrees to provide The Client with the services set forth in the Proposal under the following Terms and Conditions. In the absence of a Proposal, the work is described in attached cost estimates and / or memoranda.

1.0 Scope of Work

The Client hereby retains Nover-Armstrong to perform the Project Work Scope ("Services") described in the Proposal, cost estimates and / or memoranda, attached hereto and incorporated herein, and any Change Orders or Amendments, as provided for and attached by reference. In the absence of a Proposal, the work is described in attached cost estimates and / or memoranda.

2.0 Billing and Payments

As consideration for the professional services described in Section 1.0, the Client agrees to pay Nover-Armstrong in accordance with the rates, schedule of fees, fixed or lump sum fees or estimated costs set forth in the Proposal. Full payment is due at completion of project or as so stated in the proposal. In addition, Nover-Armstrong will submit monthly interim invoices for services performed, expenses incurred for the month, including but not limited to analytical laboratory, drilling, earthwork or surveying services, and services provided by other outside vendors, sub-contractors or sub-consultants.

The Client shall pay the amount of the Nover-Armstrong invoice upon receipt. Payment shall not be conditional upon the Client's securing of financing, permits or affirmative insurance coverage. Finance charges of one-percent per month shall be added after 30 days (12% as an annual percentage). The Client agrees that if its account is delinquent and is turned over to collection agents or legal counsel, collection fees, including reasonable attorney's fees and/or court costs, if necessary, shall be paid by the Client, whether or not legal action is instituted. It is understood that if the Client fails to pay any invoice due to Nover-Armstrong within 30 days, Nover-Armstrong may, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, terminate its performance under this Agreement. Invoice amounts in dispute shall not affect the Client's obligation to pay invoices or invoice amounts not in dispute.

Nover-Armstrong reserves the right to post a notice of contract and property (lien) for the work under this Agreement. The Client and Nover-Armstrong specifically agree that Nover-Armstrong has no obligation to release reports, drawings or other documents until the final invoice for services has been paid.

3.0 Confidentiality

Nover-Armstrong agrees to treat as confidential information regarding The Client's plans, facilities, processes, products, costs or operations while performing, or subsequent to performance of the Services described in the Proposal on behalf of The Client. The confidential nature of the work tasks and Client information shall not be disclosed to others without the Client's permission, or unless legally required, required to perform the Services, or required in connection with any claim or cause of action. All work findings, reports, and work products will be delivered only to the Client, or to other persons designated by the Client.

4.0 Right of Entry and Normal Disturbances

The Client hereby grants to Nover-Armstrong and warrants (if site is not owned by Client) that permission has been duly granted for a Right of Entry, from time to time, by Nover-Armstrong personnel, contractors or subcontractors upon the site for the purpose of performing and with the right to perform all acts, assessments, and research, including without limitation the making of earth excavations, pursuant to the Scope of Services. In addition, the Client hereby recognizes that subsurface exploration, intrusive site work, or the use of drilling or earth moving equipment may unavoidably affect, alter or damage terrain, affect vegetation and subsurface structures and utilities on the site. Client accepts the fact that this is inherent in environmental work and will not hold Nover-Armstrong liable or responsible for any such reasonable effect or damage. If Nover-Armstrong is required to restore land or subsurface structures or utilities (i.e., pipes, tanks, telephone cables) to their former condition, this work will be performed following written authorization from the Client and all costs will be invoiced to the Client and shall be paid in accordance with Article 2.0. In accordance with the Scope of Services, Nover-Armstrong will make reasonable inquiries of persons designated by the Client regarding subsurface structures and utilities at the site of the work and will notify Dig Safe or other applicable public mark out services and municipal agencies regarding planned subsurface intrusive work. Nover-Armstrong shall be entitled to rely on any plans, markings, surveys or other information provided by such persons or services.

5.0 General and Professional Liability

To the fullest extent permitted by law, the Client agrees to limit Nover-Armstrong's liability to the Client and to all contractors and subcontractors on the project for any and all injuries, claims, losses, expenses or damages, arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Nover-Armstrong's negligent acts, errors, omissions, strict liability, breach of contract or breach of warranty, such that the total aggregate of liability of Nover-Armstrong to all those named shall not exceed the total fee for Nover-Armstrong's services rendered in the project. Under no circumstances shall Nover-Armstrong be liable to the Client for any consequential damages, including, but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including by Nover-Armstrong's fault or negligence.

6.0 Existing Contamination and Hazardous Materials

Notwithstanding anything to the contrary in this Agreement, Nover-Armstrong shall have no title to, ownership of, or legal responsibility or liability for any and all existing contamination at the project site, or sites, including groundwater contamination. The Client agrees that Nover-Armstrong has not contributed to the presence of hazardous wastes, oil or other hazardous materials that may exist or be discovered in the future at the site and that Nover-Armstrong does not assume any liability for the known or unknown presence of such materials. Therefore, the Client shall defend, indemnify, and hold harmless Nover-Armstrong, its consultants, agents, and employees from and against all claims, damages, losses and expenses including defense costs and lawyer's fees that result from the actual alleged or threatened discharge and dispersal, release or escape of any of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkali materials, chemicals, waste, oil or other hazardous materials. The Client shall be liable under this paragraph for claims, damages, losses and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by Nover-Armstrong's sole negligence.

7.0 Standard of Care

While performing the Services under the Agreement subject to these Terms and Conditions, Nover-Armstrong will exercise that degree of care and skill ordinarily exercised under similar circumstances by similar environmental and engineering consulting professionals, as applicable, performing similar services and practicing in the same or similar locations and regulatory systems during the same period of time.

8.0 Standard Limitations

Nover-Armstrong is not responsible for the accuracy and veracity of information provided to us by outside parties with respect to project sites and adjacent properties. Data and opinions presented in reports are based on data and provided in accordance with the Proposal and Scope of Services. Reports and opinions are for the sole use of the Client. Any reuse or reliance on reports and opinions by third parties is prohibited and shall only be done with the prior written consent of Nover-Armstrong. Environmental site assessment reports and opinions are valid for a period not to exceed twelve months from the date of the report. Any use beyond this time period will require that said report and opinions be updated.

No representation is made concerning the presence of Asbestos Containing Materials (ACM), lead, radon gas, biological agents, or polychlorinated biphenyls (PCB's) unless expressly addressed. Reports present the opinions of Nover-Armstrong with the respect to the environmental conditions of subject property. The actual determination of compliance of present or former operators of a site with federal or state regulations can only be made by the appropriate regulatory agencies. The opinions rendered are not intended to imply a warranty or a guarantee and are based solely upon site conditions at the time of our investigation.

Chemical analyses may be performed for certain parameters during assessment. However, additional chemical constituents not searched for during a study may be present in soil and/or groundwater at a site. Chemical conditions reported reflect conditions only at locations tested at the time of testing and within the limitations of the methods used. Such conditions can vary rapidly from area to area and from time to time. No warranty is expressed or implied that chemical conditions other than those reported do not exist within a site.

Negative findings at a test location do not guarantee that the soil or groundwater at depth is free of contaminants because geologic and/or hydrologic conditions may be present that prevent upward diffusion of contaminants from deeper horizons. Additionally, positive findings at a sample location can arise from soil contamination only and do not confirm that the underlying groundwater has been impacted.

Nover-Armstrong may render opinions or estimates of probable environmental assessment, remediation, monitoring, or operational costs or construction costs in reports, filings or other documents or work products. These opinions may also involve approximate quantity estimates, prices and schedules of work. The Client agrees that Nover-Armstrong does not guarantee or warrant the accuracy of such cost estimates unless they are stated as fixed costs within a Proposal for Services.

9.0 Public Responsibility

The Client acknowledges that the Client or the Site Owner, as the case may be, is now and shall remain in control of the Site for all purposes at all times. Except as required by law, Nover-Armstrong does not undertake to report to any federal, state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the Site from time to time that may present a potential danger to public health, safety or the environment.

The Client agrees to timely notify each appropriate federal, state county and local public agency, as required by law, of the existence of any condition at the Site that may present a potential danger to public health, safety or the environment.

Notwithstanding the provisions of the foregoing, Nover-Armstrong will comply with subpoena, judicial orders or government directives and federal, state, county and local laws, regulations and ordinances, and applicable agencies of findings with respect to potential dangers to public health, safety or the environment. Nover-Armstrong shall not have liability or responsibility to the Client or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify and hold harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorney's fees, incurred by Nover-Armstrong and arising directly or indirectly in connection with the reporting by Nover-Armstrong of such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law.

10.0 Observation Services

If the Services under the Agreement include providing personnel to observe and report on specific aspects or phases of a project, such observation shall not include supervision or direction of the work of the contractor, his employees or agents. The Client shall notify the contractor of such observation services by Nover-Armstrong and should also be informed by the Client that neither the presence of our field representative nor observation and/or testing by Nover-Armstrong shall excuse the contractor from defects discovered in its work. Nover-Armstrong's representations will be limited to establishing compliance with the technical requirements of the contract documents which it has produced and will not extend to any other technical requirements, whether or not incorporated in the technical provisions by reference. Nover-Armstrong is not responsible for the contractor's use or administration of personnel, machinery, construction means or methods, safety procedures, or contractual compliance. Observation services provided by Nover-Armstrong are solely for the benefit of the Client.

11.0 Sample Disposal

Test samples, portions of test samples, and other samples and materials taken from a site of work performed under this Agreement will be discarded 60 days after completion of the Services unless Client advises Nover-Armstrong otherwise in writing. On request, Nover-Armstrong shall ship or deliver the samples or store them for an agreed fee.

12.0 Governing Law

The Agreement subject to these Terms and Conditions shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any law, which would result in the application of the law of any other jurisdiction. The Client and Nover-Armstrong hereby agree and consent that any legal action, suit or proceeding arising out of, or in connection with this Agreement shall be instituted in the courts of the Commonwealth of Massachusetts, and by execution of this Agreement each party accepts the exclusive jurisdiction of such courts and to all proceedings in such courts.

13.0 Successors and Assigns

The Agreement subject to these Terms and Conditions shall be binding upon the Parties to the Agreement (Client and Nover-Armstrong) and their successors and assigns as provided herein. The Parties shall not assign, sell, transfer or subcontract this Agreement without prior written consent of the other Party. The Client hereby consents to the subcontracting of those portions of the Services under this Agreement identified in the Proposal as subcontracted services or those that are customarily performed by subcontractors, including laboratory, drilling and geophysical services.

14.0 Severability and Survival

If any part of the Agreement subject to these Terms and Conditions shall be held illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over the Agreement, the remaining portions, terms or provisions of the Agreement shall not be affected thereby.

Any provisions of the Agreement subject to these Terms and Conditions that are required to fully exercise the rights and obligations of the Agreement under the performance of Services under the Agreement, shall survive the termination of the Agreement, including but not limited to Articles 5, 6 and 7.

AGENDA ITEM 8d

Authorizing the execution of Certificates for Dissolving Septic
Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

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



Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: March 02, 2020
TO: Board of Regional Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 03/04/20

Barnstable Registry District of the Land Court			Barnstable County Registry Of Deeds					
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
X	X	X	31193	316	23352	73	William R. Slater	Assessor's Map 106 Parcel A2 164 Round Cove Road Harwich
X	X	X	24116	193	4324	171	Edward L. Keough Patricia M. Keough	Assessor's Map 45, Section 6 Parcel 1001, Lot 023 22 Harbor Farms Road East Falmouth (Falmouth)
X	X	X	32493	171	31801	251	Laura Mellett	Assessor's Map 71 Parcel K3-1-0 47 Hillcrest Drive Harwich
X	X	X	28816	312	20397 20397	319 322	Martha Powers	Assessor's Map 17 Parcel 142 17 Andrina Road West Yarmouth (Yarmouth)
X	X	X	31887	306	31314	276	Senthil Kumar Trustee, Old Queen Ann Realty Trust u/d/t dated June 4, 2018	Assessor's Map 10-G Parcel 16-B2-0 404 Old Queen Anne Road Chatham
1388143	617536 Lot 11 Plan 34623-B Sh 1	134159	X	X	X	X	John M. Kavajan II	Assessor's Map 038 Parcel 029 40 Cap'n Samadrus Road Cotuit (Barnstable)
X	X	X	31486	188	9025	10	Tracy C. Loranger Eileem A. Loranger	Assessor's Map 8 Parcel 263 70 Meadow Drive North Eastham (Eastham)
X	X	X	21865	84	16836	249	Jason Beetz Jennifer Holloman	Assessor's Map 197 Parcel 131 234 Mayfair Road South Dennis (Dennis)

Barnstable Registry District of the Land Court				Barnstable County Registry Of Deeds				
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
1195680	939308 Lots 14 Plan 25823-D Sh 2	170499	X	X	X	X	Reginaldo Perrud	Assessors Map 53 Parcel 16 73 Adams Road West Yarmouth (Yarmouth)
1250268	1228192 Lots 43 & 44 Plan 18327-A	201133	X	X	X	X	Beverly A. McAuliffe Trustee, McAuliffe Family Realty Trust u/d/l/ dated August 7, 2013	Assessors Map 310 Parcel 285 46 Fisher Road Hyannis (Barnstable)
X	X	X	26361	276	961	195	Madelene B. Jackson a/K/a Madeline B. Jackson	Assessors Map 30.2 Parcel 197 1 Florence Street Monument Beach (Bourne)
X	X	X	31398	182	12515	173	Lorin J. Mayne Kathryn M. Mayne	Assessors Map 270 Parcel 164 53 Wolley Road Hyannis (Barnstable)
X	X	X	30231	182	17605	170	Antonio Santos	Assessors Map 270 Parcel 170 18 Wolley Road Hyannis (Barnstable)
X	X	X	22619	265	11296	101	Brian A. Bondarek	Assessors Map 14 Parcel 56 25 Settlers Path Sandwich
X	X	X	25316	192	22680	271	Sharon Bosworth	Assessors Map 14 Parcel W7-A 80 Bank Street Harwich Port (Harwich)
X	X	X	22758	235	13755	260	Alden Winchell Beverly Winchell	Assessors Map 89 Parcel 144-29 12 Candlewood Lane Unit 1-5 Candlewood Lane Condominium Dennis Port (Dennis)

AGENDA ITEM 8e

Authorizing the renewal of a contract with Stericycle Environmental Solutions, to to provide Household Hazardous Waste Collections within Barnstable County, for a period from January 1, 2020 through December 31, 2020

ATTACHMENT C - Amendment 1

This amendment number 1 (“the Amendment”) made this 19th day of February 2020 by Barnstable County (the “County”) and Stericycle Environmental Solutions. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on February 14, 2018 (the “Contract”).

Whereas, the parties wish extend the contract for an additional 1 year period and change the scope of services; and

Whereas, Section 7 of the Contract, entitled “Changes,” allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

Now Therefore, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- Attachment A – Scope of Services “Material Flow and Billing for Waste Collection” delete the following paragraph in its entirety:
 “The Selected Bidder must, at no extra cost, have the ability to generate separate invoices/bills to Towns that participate in joint collection events showing the individual cost of waste disposal per Town.”
 And replace with the following:
 “The Contractor must at no cost, have the ability to generate one master bill to the County Household Hazardous Waste event. Payments will be made by the County to the Contractor directly. No invoices from the Contractor will be generated to the Towns individually for services included within this Contract.”
- The Contract will be extended for the final one-year period beginning January 1, 2020, and ending on December 31, 2020.
- Attachment B is to be replaced with the updated pricing included herein.

All remaining terms and conditions shall continue in full force and effect.

In Witness Whereof, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first written above.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Bergstrom

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:

DocuSigned by:
Douglas Peterson
D2471BBC0BBE40C...

Name:

2/24/2020 | 6:38 AM PST

Date

APPENDIX B - PRICE PER CONTAINER - BID FORM

Name of Firm: Stericycle Environmental Solutions
 Address (mailing): 275 Allens Ave Providence RI 02905
 Phone Number: 401 781 6340
 Name of Contact: Philip Loricco
 Signature: _____
 Title: Account Manager
 Date: Feb 12 2020

REQUIRED INFORMATION

1. Mobilization/demobilization cost (set-up) fee. Not to exceed \$0 per collection: _____ \$0.00
 (per collection fee)

2. Price as noted: **Please note: All categories in Column D require prices. Failure to provide price may disqualify bidder.**

Column A	Column B	Column C	Column D	Column E
TYPE OF WASTE	CONTAINER TYPE	TOTAL WASTE COLLECTED IN ALL 2017 COLLECTIONS*	BIDDERS PRICE PER CONTAINER	TOTAL (Column C x Column D)
Acids	55 gallon drum	31 drums (55 gal)	\$242.00	\$7,502.00
Aerosol Cans	55 gallon drum	77 drums (55 gal)	\$181.50	\$13,975.50
Alkalines	55 gallon drum	54 drums (55 gal)	\$242.00	\$13,068.00
Gasoline	55 gallon drum	65 drums (55 gal)	\$104.50	\$6,792.50
Bleach	55 gallon drum	23 drums (55 gal)	\$242.00	\$5,566.00
Oxidizers	55 gallon drum	23 drums (55 gal)	\$319.00	\$7,337.00
Paint Sludge	55 gallon drum	166 drums (55 gal)	\$209.00	\$34,694.00
Paint	cubic yard box	96 cubic yard boxes	\$478.50	\$45,936.00
Pesticides	55 gallon drum	154 drums (55 gal)	\$264.00	\$40,656.00
Mercury/Mercury Devices	5 gallon pail	3 five gallon pails	\$168.30	\$504.90
Asbestos (non-friable)	55 gallon drum	13 drums (55 gal)	\$165.00	\$2,145.00
Fusees / Road Flares	15 gallon drum	20 drums (15 gal)	\$335.50	\$6,710.00
Total of all waste totals in Column E:				\$184,886.00
Total mobilization cost (Section 1 set-up fee x 24 collections)				0
**Cumulative Total of Waste Collected and Setup Fee (add two boxes above to come up with total):				\$184,886.00

* These estimates are based on the average of previous year's collections and are not guarantees of total waste to be collected. The County and Towns will only purchase and pay for the quantity of these items that are actually collected.

**The lowest total cost as indicated in the Cumulative Total of Waste Collected and Setup Fee will be considered the lowest bidder.

3. Please Note: All containers 75% full or less will be pro-rated at a rate proportional to the cost of a full container. For example, if the price of a 55 gallon drum of gasoline is \$100, a 50% full drum of gasoline would be invoiced at \$50.

Certificate Of Completion

Envelope Id: 9D3958D1086E48A189E0EAF8C78C9B	Status: Delivered
Subject: Please DocuSign: 230-18-7832_ATT_C_AMD_1.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jennifer Frates
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3195 Main Street
	Barnstable, MA 02630
	jennifer.frates@barnstablecounty.org
	IP Address: 131.109.129.139

Record Tracking

Status: Original 2/19/2020 9:55:10 AM	Holder: Jennifer Frates jennifer.frates@barnstablecounty.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Barnstable County	Location: DocuSign

Signer Events

Douglas Peterson
 Douglas.Peterson@STERICYCLE.com
 VP M&I Sales
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D2471BBC0BBE46C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 108.95.14.209

Timestamp

Sent: 2/19/2020 9:56:28 AM
 Resent: 2/24/2020 9:34:32 AM
 Viewed: 2/24/2020 9:38:20 AM
 Signed: 2/24/2020 9:38:30 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Purchasing
 jennifer.frates@barnstablecounty.org
 CPO
 Barnstable County
 Security Level: Email, Account Authentication (None)

Sent: 2/24/2020 9:38:31 AM
 Viewed: 2/27/2020 12:41:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2020 9:38:32 AM
Certified Delivered	Security Checked	2/27/2020 12:41:25 PM

Payment Events

Status

Timestamps

In Process