



BARNSTABLE COUNTY

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

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: 10:00 A.M

TIME: May 27, 2020

PLACE: Note: The meeting will be held through remote participation by the Board of Regional Commissioners pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020. All public comments or questions should be directed to Jack Yunits, County Administrator, at jack.yunits@barnstablecounty.org. The Board will address any submissions at its next meeting.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of May 20, 2020
6. General Business
 - a. Update on COVID-19 (Novel Coronavirus) and Barnstable County
 - b. Discussion regarding the potential process and procedures for a possible future furlough of County Staff if necessary
 - c. Discussions on modifications to the Barnstable County Workplace Safety Standards required by the Baker-Polito Administration's Reopening Massachusetts Report dated May 18, 2020

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

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

8. Commissioners' Actions

- a. Authorizing the execution of an amendment to a contract for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, in the amount of \$213,500.00, , to support the Tobacco Cessation and Prevention Program, for a period from July 1, 2018 through June 30, 2020, increasing the contract amount by \$ 177,000.00 to \$390,500.00, and extending the performance period through June 30, 2021
- b. Authorizing the award of a contract to Turtle Rock LLC to lease five-thousand (5,000) square feet of space for the Barnstable County Cape Cod Cooperative Extension for a rent of \$58,740, for a period from July 1, 2020 through June 30, 2021 with the option of an additional year with a five (5) percent increase in rent
- c. Authorizing the renewal of a contract with Avenu Holdings Co., executed May 08, 2019, for Index Monitoring, Online Correction, Microfilm, and Book Printing for the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods, for one (1) additional year under the same terms and conditions, for a period through June 30, 2021
- d. Authorizing the renewal of a contract with Browntech Inc., executed May 14, 2019, for Computer Programming and Maintenance Services, eFiling Support, and Online Streaming Backup/Disaster Recovery for the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods, for one (1) additional year under the same terms and conditions, for a period through June 30, 2021
- e. Authorizing the renewal of a contract with Take a Break Vending Inc., executed June 13, 2018, for food and beverage vending machine services and maintenance, for a period from July 1, 2018 through June 30, 2019 with the option to renew for two (2) additional one-year periods, for one (1) additional year under the same terms and conditions, for a period from July 1, 2020 through June 30, 2021
- f. Authorizing the execution of Certificates for Dissolving Septic Betterments

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/>



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners on the twenty-twentieth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020

Board Regional Commissioners:

Ronald R. Beaty Present remotely

Ronald Bergstrom Present remotely

Mary Pat Flynn Present remotely

Staff Present:

Jack Yunits County Administrator

Sean O'Brien Director, Health and Environment

Owen Fletcher Executive Assistant, Administration

Elizabeth Braccia Director of Finance/Treasurer

Sean O'Brien Director, Health and Environment

Deirdre Arvidson Public Health Nurse, Health and Environment

Vaira Harik Deputy Director & Senior Project Manager, Human Services

Susan Quinones Human Rights Coordinator, Barnstable County Human Rights
Advisory Commission

Ian Roberts Technical Support Specialist, Information Technology\

David Murphy Assistant Register of Deeds, Registry of Deeds

Kristy Senatori Executive Director, Cape Cod Commission

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M. The Chairman noted the Board held the meeting through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020.

2. Pledge of Allegiance

3. Moment of Silence

Chairman Berstrom asked for a moment of silence to honor all members of the United States Armed Forces serving at home and abroad.

4. Public Comment

The Board permitted members of the public to join the meeting online, asked that all public comments or questions be directed Mr. Yunits by phone or email, and stated it would address any submissions at its next meeting.

Mr. Yunits informed the Board he received a question by email from Mr. Steven Buckley regarding the The Cape Cod Reopening Task Force. Mr. Yunits explained representatives of businesses and government started the task force was started by to prepare guidance for reopening. He further explained the task force progressed into an advocacy group for Cape businesses. He highlighted the work of the State Legislative Delegation and the Cape Cod Commission in assisting businesses with questions regarding reopening.

5. Approval of Minutes

a. Regular Meeting of May 13, 2020

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of May 13, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

a. Update on COVID-19 (Novel Coronavirus) and Barnstable County

Mr. O'Brien gave an update to the Board and noted the downward trend in both new confirmed cases of COVID-19 and hospital use related to the virus. Ms. Harik

highlighted the success of hospitals on the Cape dealing with the surge in cases during the month of April. She also spoke regarding the need for continued social distancing, and masking if distancing was not possible. Commissioner Beaty asked if there was available evidence for the effect of these measures on flattening the curve of increasing cases. Ms. Harik explained that though there were no statistics specifically for Barnstable County, there was ample studies showing such evidence.

Chairman Bergstrom asked what the effect of widespread infection on the community would be. The Board had a lengthy discussion on the issue, and Ms. Arvidson spoke of the need for testing individuals for active virus even if testing showed antibodies present in individual cases. Commission Flynn spoke regarding the recent election in Falmouth, the first during the crisis.

b. Recognizing Amanda DaCruz as the recipient of the 2020 Annual Malcolm McDowell Award

Motion by Commissioner Beaty to recognizing Amanda DaCruz as the recipient of the 2020 Annual Malcolm McDowell Award, 2nd by Commissioner Flynn, approved 3-0-0

Ms. Quinones explained the history of the award, and detailed Mr. DaCruz's achievements.

c. Authorizing the verification of the Cape & Vineyard Electric Cooperative, Inc. as administrator for the County's photovoltaic projects

Motion by Commissioner Beaty to authorize the verification of the Cape & Vineyard Electric Cooperative, Inc. as administrator for the County's photovoltaic projects, 2nd by Commissioner Flynn, approved 3-0-0

Liz Argo, Executive Director of the Cape & Vineyard Electric Cooperative (CVEC), explained the need for this technical item. The Board clarified the Commonwealth required CVEC to certify the County's compliance with renewable energy requirements for such projects.

d. Discussion regarding the economic impact of COVID-19 (Novel Coronavirus) on Barnstable County's Economy

Mr. Murphy gave an update to the Board. He reported the Registry would likely reach it's estimates for the fiscal year though revenue was down for the month of May year-over-year.

Ms. Senatori explained the Commission's data dashboard on economic impact from COVID-19. Commission Beaty highlighted a survey created by the Cape Cod

Commission working with the Cape Cod Chamber of Commerce. Chairman Bergstrom expressed concern there would be different rules for each town. Ms. Senatori and Mr. O'Brien reinforced this was the decision of each town, but there was hope towns would make similar decisions based on use of the same data..

The Board had a lengthy discussion on differing standards for towns during the emergent so far. Ms. Arvidson noted at this point there was no plans to open residential housing for tourists until later in the summer.

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 execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 93,141.00, to do and perform all dredge related work at Allen Harbor**

Motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 93,141.00, to do and perform all dredge related work at Allen Harbor, 2nd by Commissioner Flynn, approved 3-0-0

- b. **Authorizing the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 34,065.00, to do and perform all dredge related work at Wychmere Harbor**

Motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 34,065.00, to do and perform all dredge related work at Wychmere Harbor, 2nd by Commissioner Flynn, approved 3-0-0

- c. **Authorizing the discharge of a mortgage by Feber Sabarensse to Barnstable County, acting by and through the Cape Cod Commission, dated February 3, 2006, and recorded with the Barnstable County Land Court Registry as Document No. 1025461**

Motion by Commissioner Beaty to authorize the discharge of a mortgage by Feber Sabarensse to Barnstable County, acting by and through the Cape Cod Commission, dated February 3, 2006, and recorded with the Barnstable County Land Court Registry as Document No. 1025461, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

The Board offered no reports at this meeting.

10. County Administrator and Staff Reports

Mr. Yunits spoke regarding efforts to coordinate with the Massachusetts Department of Transportation to open the Route 6 Rest Area. He also congratulated newly elected State Senator Susan Moran, a member of the Assembly of Delegates.

Ms. Braccia gave an update to the Board. She assured the Board and the public that County employees have continued working through this emergency. She noted though there were additional up-front costs to provide for the ability of County employees to work, savings in energy and supply costs would off. Chairman Bergstrom asked that Ms. Braccia come back before the Board at a future meeting to discuss estimates for the remainder fo the fiscal year.

11. Adjournment

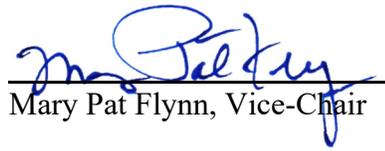
Barnstable, ss. at 11:04 A.M. on this twentieth day of May A.D. 2020, Commissioner Bergstrom made a motion to adjourn, 2nd by Commissioner Flynn, approved 2-0-0 (YES: Bergstrom, Flynn)

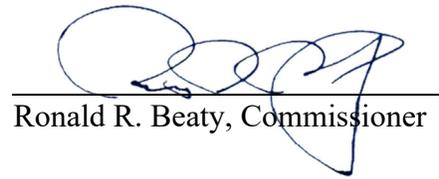
List of Documents:

- Draft minutes of the Board of Regional Commissioners' Regular Meeting of May 13, 2020
- Press Release dated May 8, 2020 by the Barnstable County Human Rights Advisory Commission announcing winner of Malcolm McDowell Award
- Article on the Malcolm McDowell Award for Human Rights Activism at <https://www.barnstablecountyhrac.org/barnstable-county-human-rights-advisory-commission-announces-winner-of-malcolm-mcdowell-award/>
- Barnstable County Human Rights Advisory Commission Malcolm McDowell Award Application of Anna Dacruz
- Email from Liz Argo, Executive Director of the Cape & Vineyard Electric Cooperative, sent Monday, May 18, 2020 at 9:12 AM to Ron Beaty, Jack Yunits Jr., and Don Reynolds with the subject "RE: Verify CVEC as administrator for the County's PV projects"
- Agreement with the Town of Harwich, up to a maximum contract amount of \$ 93,141.00, to do and perform all dredge related work at Allen Harbor
- Agreement with the Town of Harwich, up to a maximum contract amount of \$ 34,065.00, to do and perform all dredge related work at Wychmere Harbor
- Discharge of a mortgage by Feber Sabarense to Barnstable County, acting by and through the Cape Cod Commission, dated February 3, 2006, and recorded with the Barnstable County Land Court Registry as Document No. 1025461

Approved, Board of Regional Commissioners:


Ronald Bergstrom, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner

5/27/2020
Date

The foregoing records have been read and approved, May 27, 2020

A true copy, attest:



Janice O'Connell, Regional Clerk

BARNSTABLE COUNTY WORKPLACE SAFETY STANDARDS

The following County standards have been modified to meet the office standards required by Governor Baker's May 18 reopening publication. See: www.ma.gov/reopening.

These are mandatory workplace safety standards and protocols. County Government is deemed an essential service and we will continue to operate as we have without service interruptions .

1. Masks shall be worn in all public access areas at all times even when the risk of contact is minimal. Masks will be made available.
2. Sanitizers and sanitizing wipes will be made available to all employees by leaving sanitizing agents in public spaces.
3. Safe distancing shall be enforced. If necessary, to assure that safe distance protocols are followed each department shall create alternate schedules as they see fit that minimizes employee staffing and encourages work from home with tracking. Pursuant to the May 18 guidelines an Office may not exceed 25% staff during any shift.
4. Employees who exhibit symptoms or experience illness shall not be allowed into the Offices. Terms of their return shall be set by HR. Per order of the Trial Court no public access shall be allowed in the Superior or Probate Court buildings until further notice.
5. No meetings of more than 10 shall be permitted. All public meetings shall be conducted remotely until further notice.
6. If an employee tests positive for the virus the Office shall be closed and CDC response protocols shall be deployed as to space sanitization. As a follow up contact tracing and mandatory quarantine of co-workers as necessary will be implemented.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-seventh day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to approve modifications to the Barnstable County Workplace Safety Standards required by the Baker-Polito Administration's Reopening Massachusetts Report dated May 18, 2020, 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 27, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk



Reopening Massachusetts

May 18, 2020

Confidential



THE ROAD WE'VE TRAVELLED TOGETHER



Massachusetts has been one of the hardest hit states in the U.S., with over 86,000 confirmed cases and 5,700 deaths through May 17, 2020.

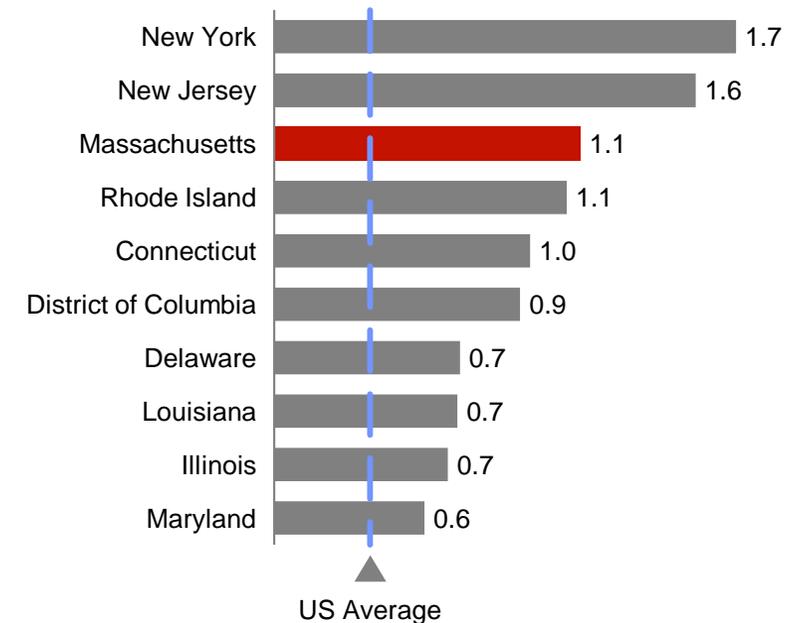
On March 23, 2020 Governor Baker issued an executive order closing all non-essential businesses across the Commonwealth in order to reduce the transmission of COVID-19.

In combatting COVID-19, the Baker-Polito administration has:

- In partnership with healthcare providers and municipalities, conducted more than 460,000 COVID-19 tests, making Massachusetts a top-5 per capita tester
- Launched a national model for contact tracing
- Committed over \$1 billion in funding to support our health care system
- Distributed more than 10.5 million pieces of personal protective equipment

Number of confirmed COVID-19 cases, per 100k population (thousands)

As of 5/12/2020





GETTING STARTED ON THE PATH TO REOPENING

On April 28, Governor Baker formed the Reopening Advisory Board, chaired by Lieutenant Governor Karyn Polito and Secretary of Housing and Economic Development Mike Kennealy, and comprised of representatives from the business community, public health officials, and municipal leaders from across the Commonwealth.

In crafting this report, the Reopening Advisory Board and other state officials:

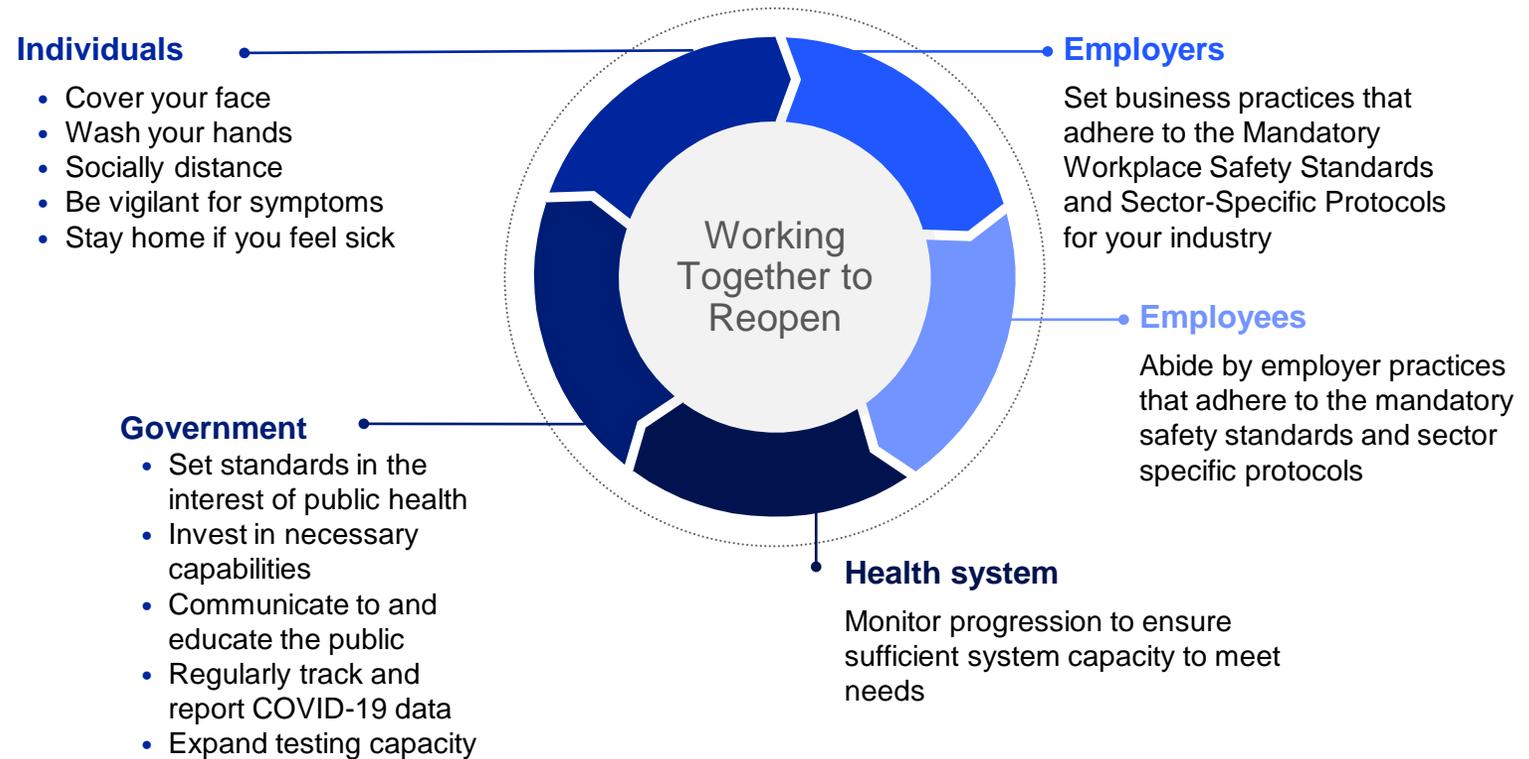
- Heard testimony from more than 75 business associations, labor unions, non-profits, and community coalitions that collectively represent more than 112,000 businesses and more than 2,000,000 employees
- Received and reviewed more than 4,600 written submissions from associations, businesses, and residents
- Engaged stakeholders and analyzed information in over 45 hours of Zoom meetings over the past 20 days





WORKING TOGETHER TO REOPEN

Until a treatment or vaccine for COVID-19 is available, life will not return to normal. We each have a collective responsibility to ensure that reopening proceeds smoothly and safely. Everyone must follow public health directives and use common sense to protect yourself, your family, your neighbors, and vulnerable populations across the Commonwealth.

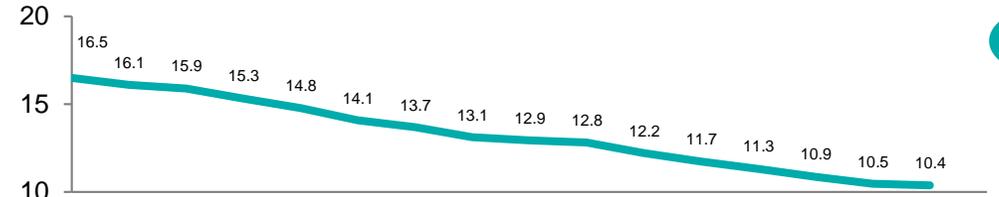




REOPENING WILL BE DRIVEN BY PUBLIC HEALTH DATA

- Key public health metrics will determine if and when it is appropriate to proceed through reopening phases
- Public health data trends indicating significant increases in viral transmission could result in returning to prior phases or closing sectors of the economy

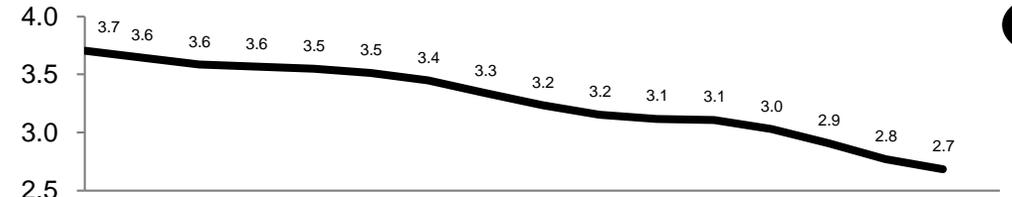
7-day avg. of positive test results, by date patient tested (%)



% decrease from 4/15

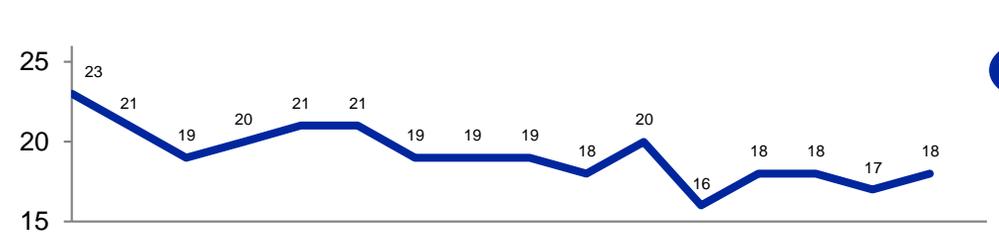
63

3-day avg. of hospitalizations (000s)



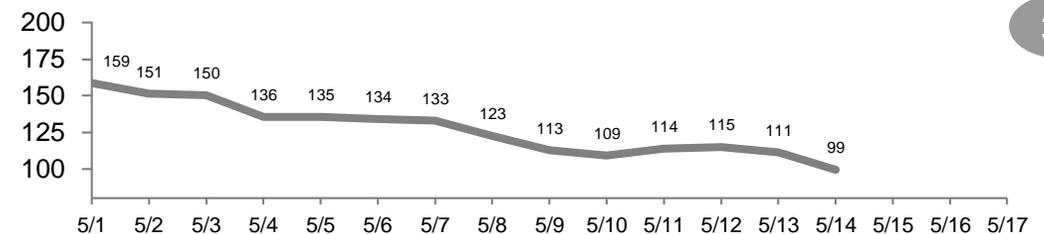
25

hospitals using ICU surge capacity



14

3 day average of deaths by date of death (#)



35

Source: MA COVID Command Center, May 2020

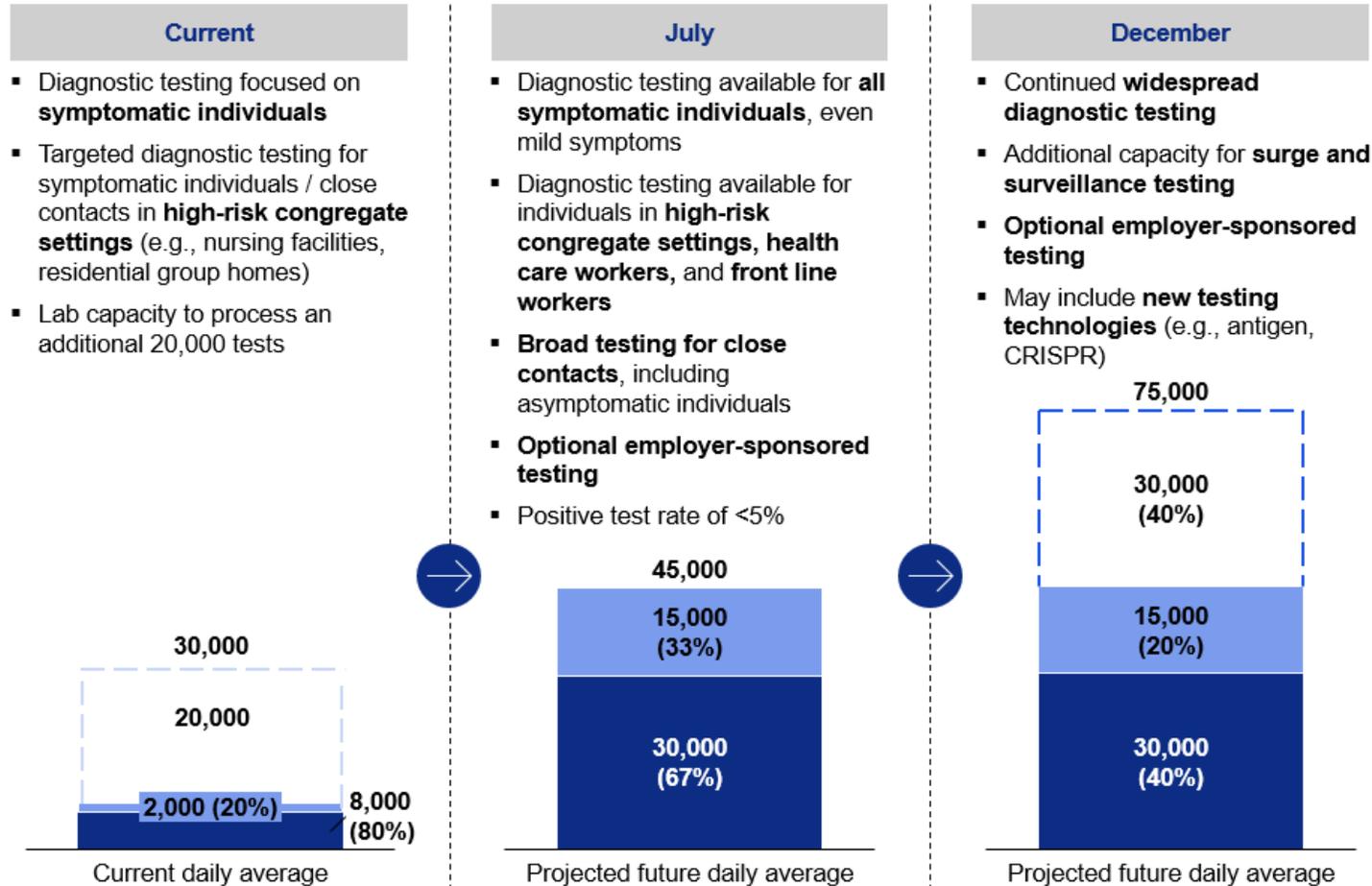


MASSACHUSETTS TESTING & TRACING STRATEGY

- **Test:** Increase testing capacity and number of people tested so people with COVID-19 are aware of their diagnosis and can self-isolate
- **Trace:** Trace all contacts of people with COVID-19 to ensure safe quarantine and testing for those who need it
- **Isolate:** Minimize transmission by isolating and quarantining individuals with COVID-19 and their close contacts
- **Support:** Provide support so individuals can safely isolate and quarantine

Summary of daily testing estimates by population

Key: ■ Diagnostic – Symptomatic Individuals ■ Diagnostic – Close contacts □ Surge / Surveillance □ Under utilized lab capacity





REOPENING WILL BE DRIVEN BY PUBLIC HEALTH DATA

Dashboard of public health indicators

- Starting on May 18, the COVID-19 Command Center will give updates on six key public health indicators
- Before and during reopening, these metrics must continue to show progress

Below is the status as of **May 18, 2020**:

Indicator	Status
1 COVID-19 positive test rate	
2 Number of individuals who died from COVID-19	
3 Number of patients with COVID-19 in hospitals	
4 Healthcare system readiness	
5 Testing capacity	
6 Contact tracing capabilities	

Legend

-  Positive trend
-  In progress
-  Negative trend



REOPENING AND FIGHTING COVID-19

As we reopen the Massachusetts economy, the Baker-Polito administration will provide guidance that each sector, industry, and business must follow:



Social guidance

General social guidance

Guidance all individuals must follow to reduce the risk of new COVID-19 transmission:

- Cover your face
- Wash your hands
- Socially distance
- Be vigilant for symptoms
- Stay home if you feel sick



Business guidance

Mandatory Workplace Safety Standards

New standards for all workplaces that are designed to reduce the risk of new COVID-19 transmission to employees and customers

Sector-Specific Protocols and best practices

Additional safety standards and recommended best practices to reduce the risk of new COVID-19 transmission in specific industries (e.g. restaurants, construction, etc.)



REOPENING AND FIGHTING COVID-19

On May 18, the Baker-Polito administration issued the Safer At Home Advisory:

Cover – Wash – Distance – Vigilance

- ✓ People over the age of 65 and people who have underlying health conditions – who are at high risk for COVID-19 – should continue to stay home except for essential errands such as going to the grocery store and to attend to healthcare needs
- ✓ All residents are advised to leave home only for healthcare, worship and permitted work, shopping, and outdoor activities
- ✓ All residents are **REQUIRED** to cover their face when they cannot maintain six feet of social distance in public
- ✓ All residents are advised to wash their hands frequently for at least 20 seconds with soapy water
- ✓ All residents are advised to be vigilant, monitor for symptoms and stay home if you feel sick

What Safer At Home Means

- Only leave home for health care, permitted work, shopping, and outdoor activities
- When going to the pharmacy ask if you can fill your prescriptions for 90 days if possible; for some medications this is not allowed. If you are at high-risk, try to use a mail-order service
- Don't participate in close contact activities such as pick-up sports games
- Use remote modes of communication like phone or video chat instead of visiting friends or family who are high risk for COVID-19
- Refrain from visiting nursing homes, skilled nursing facilities, or other residential care settings
- Parents should limit play dates for children



REOPENING AND FIGHTING COVID-19

Mandatory Workplace Safety Standards for reopening

All businesses and activities, as they reopen, must meet the following minimum safety standards:

Social Distancing

- All persons, including employees, customers, and vendors should remain at least six feet apart to the greatest extent possible, both inside and outside workplaces
- Establish protocols to ensure that employees can practice adequate social distancing
- Provide signage for safe social distancing
- Require face coverings or masks for all employees

Hygiene Protocols

- Provide hand washing capabilities throughout the workplace
- Ensure frequent hand washing and ensure adequate supplies
- Provide regular sanitization of high touch areas, such as workstations, equipment, screens, doorknobs, restrooms throughout work site

Staffing and Operations

- Provide training for employees regarding the social distancing and hygiene protocols
- Employees who are displaying COVID-19-like symptoms do not report to work
- Establish a plan for employees getting ill from COVID-19 at work, and a return-to-work plan

Cleaning and Disinfecting

- Establish and maintain cleaning protocols specific to the business
- When an active employee is diagnosed with COVID-19, cleaning and disinfecting must be performed
- Disinfection of all common surfaces must take place at intervals appropriate to said workplace

Note: Businesses operating to provide Essential Services, as defined in the Governor's March 23, 2020 Executive Order, updated on March 31, April 28 and May 15, may remain open and have until May 25, 2020 to comply with these mandatory safety standards.



REOPENING AND FIGHTING COVID-19

Sector-Specific Protocols and best practices

The Baker-Polito administration has developed specific guidance so that each industry reopens as safely as possible. Businesses are expected to implement these protocols in addition to the more general Mandatory Workplace Safety Standards.

As of May 18, materials for the sectors eligible to open in the first phase of reopening are included on the [mass.gov/reopening](https://www.mass.gov/reopening). Guidance for sectors opening in later phases will be posted online in advance of those phases. Each sector will have access to:



Sector Circular

Mandatory safety standards and recommended best practices in social distancing, hygiene protocols, staffing/operations, and cleaning/disinfecting for each sector.



Sector Checklist

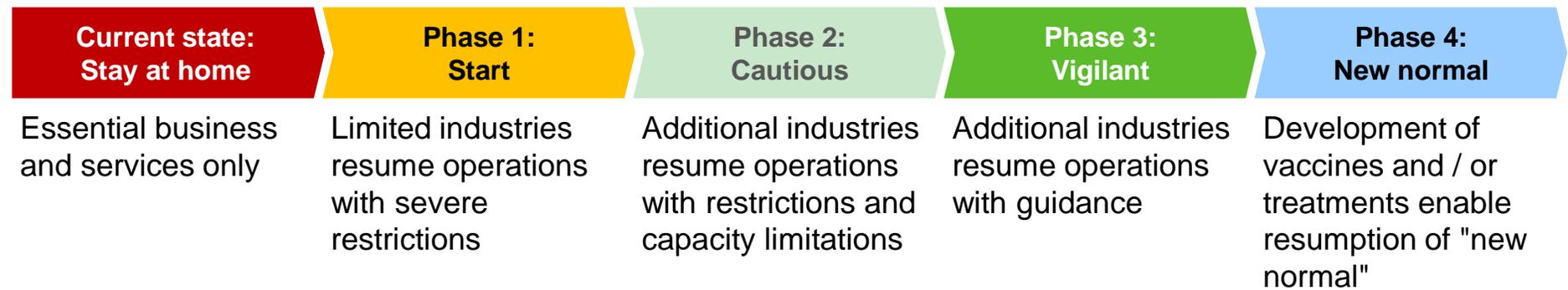
Checklist developed to serve as guidance for employers and businesses of all sizes as they adjust operations to address worker and customer safety.

Note: Businesses operating to provide Essential Services, as defined in the Governor's March 23, 2020 Executive Order, updated on March 31, April 28 and May 15, may remain open and have until May 25, 2020 to comply with their industry's sector specific protocols (if applicable).



REOPENING MASSACHUSETTS IN PHASES

The goal of this phased reopening plan is to methodically allow businesses, services, and activities to resume, while avoiding a resurgence of COVID-19 that could overwhelm our healthcare system and erase the progress we've made so far.



- **Each phase will last a minimum of three weeks and could last longer** before moving to the next phase
- **If public health data trends are negative**, specific industries, regions, and/or the entire Commonwealth may need to return to an earlier phase
- The Commonwealth will **partner with industries to draft Sector-Specific Protocols in advance of future phases** (example: restaurant specific protocols will be drafted in advance of Phase 2)
- **If we all work together to defeat COVID-19, we can proceed through each phase**



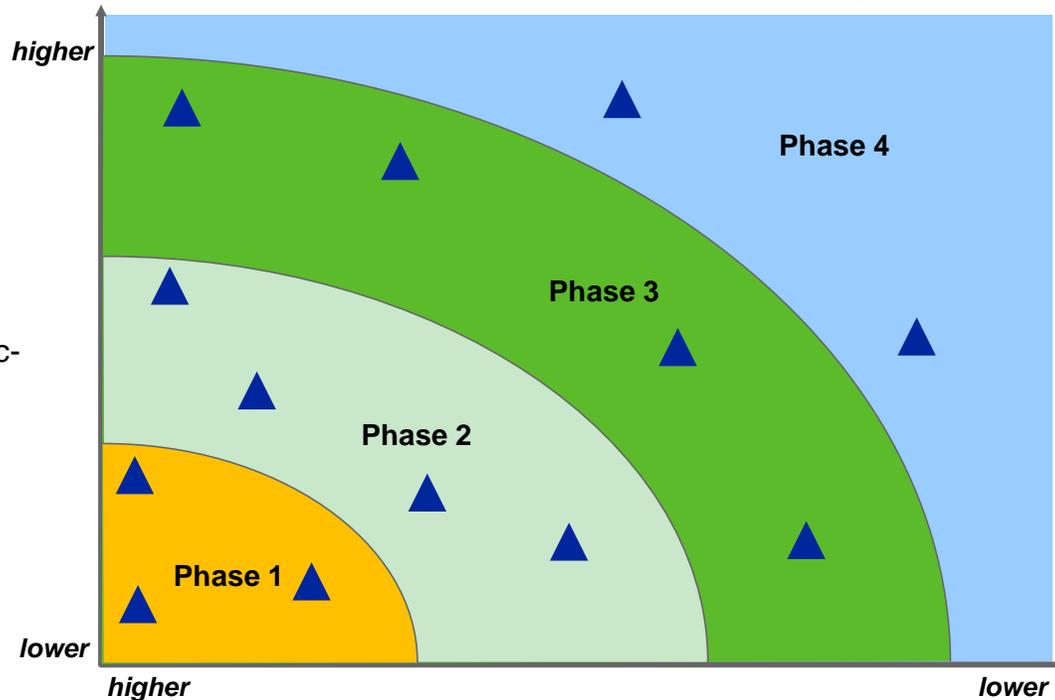
REOPENING MASSACHUSETTS IN PHASES

The Baker-Polito administration's data-driven approach to reopening the economy used a framework that considered the public health risk and the economic benefit of reopening each of the closed sectors of our economy. In addition to this framework, the Baker-Polito administration looked to what other states are doing, including our immediate neighbors and those that were similarly impacted by COVID-19.

Framework to inform which sectors should be considered for reopening in each phase:

Public health risk of reopening

Contact intensity, % of public-facing roles



Economic benefit of reopening

Unemployment claims, median income, % of small and medium businesses

▲ Illustrative sectors



REOPENING MASSACHUSETTS IN PHASES

Phased approach and reopening summary plan (I)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Social guidance	<p>As residents of Massachusetts, we are all in this together. Across all phases of reopening, please:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>Cover your face</p> </div> <div style="text-align: center;">  <p>Wash your hands</p> </div> <div style="text-align: center;">  <p>Socially distance</p> </div> <div style="text-align: center;">  <p>Be vigilant for symptoms</p> </div> <div style="text-align: center;">  <p>Stay home if you feel sick</p> </div> </div>				
High risk populations As defined by the CDC	<ul style="list-style-type: none"> High risk should work from home if possible, priority consideration for workplace accommodations 	<ul style="list-style-type: none"> High risk should work from home if possible, priority consideration for workplace accommodations 	<ul style="list-style-type: none"> High risk should work from home if possible, priority consideration for workplace accommodations 	<ul style="list-style-type: none"> High risk should work from home if possible; priority consideration for workplace accommodations (these could be adjusted depending on pending epidemiological evidence) 	<ul style="list-style-type: none"> Resume public interactions with physical distancing
Gathering size	<ul style="list-style-type: none"> Gatherings of <10 people 	<ul style="list-style-type: none"> Gatherings of <10 people 	<ul style="list-style-type: none"> To be determined based on trends 	<ul style="list-style-type: none"> To be determined based on trends 	<ul style="list-style-type: none"> To be determined based on trends
Travel	<ul style="list-style-type: none"> Stay at home advisory All travelers to MA urged to self-quarantine for 14 days Lodging restricted to essential workers only 	<ul style="list-style-type: none"> Safer at home advisory All travelers to MA urged to self-quarantine for 14 days Lodging restricted to essential workers only 	<ul style="list-style-type: none"> Business and recreational travel discouraged All travelers to MA urged to self-quarantine for 14 days Lodging open with restrictions 	<ul style="list-style-type: none"> To be determined based on trends 	<ul style="list-style-type: none"> Travel resumes, continue to observe social guidance
	Most certain				Least certain
	Degree of certainty given the progression of COVID-19				



REOPENING MASSACHUSETTS IN PHASES

Phased approach and reopening summary plan (II)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Worship	Gathering restrictions	On May 18 open with guidelines, outdoor services are encouraged	Open with updated guidelines, outdoor services are encouraged	Open with updated guidelines, outdoor services are encouraged	Full resumption of activity in the "new normal"
Business	Essential businesses only (Remain open across all phases with guidelines)	With restrictions, some capacity limitations, staggered start: On May 18 : <ul style="list-style-type: none"> • Essential business • Manufacturing • Construction On May 25 : <ul style="list-style-type: none"> • Lab space • Office space • Limited Personal Services <ul style="list-style-type: none"> - Hair - Pet grooming - Car washes • Retail <ul style="list-style-type: none"> - Remote fulfilment - Curbside pick-up On June 1 : <ul style="list-style-type: none"> • Office space: Boston 	Potentially updated guidance for Phase 1 businesses With restrictions and some capacity limitations: <ul style="list-style-type: none"> • Retail • Restaurants* • Lodging* • Additional Personal Services <ul style="list-style-type: none"> - e.g., Nail salons - e.g., Day spas 	Potentially updated guidance for Phase 1 & 2 businesses With restrictions and some capacity limitations: <ul style="list-style-type: none"> • Bars • Arts & Entertainment <ul style="list-style-type: none"> - e.g., Casinos - e.g., Fitness, gyms - e.g., Museums • All other business activities resume except for nightclubs and large venues 	Full resumption of activity (e.g., large venues and night clubs)

*Restaurant & Hospitality workgroup convened May 15 to develop procedures for opening.

Most certain

Degree of certainty given the progression of COVID-19

Least certain



REOPENING MASSACHUSETTS IN PHASES

Phased approach and reopening summary plan (III)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Health and human services	Emergency/Emergent needs only, telehealth encouraged	<p>On May 18, hospitals and community health centers:</p> <ul style="list-style-type: none"> • Upon attestation can provide high priority preventative care, pediatric care and treatment for high risk patients and conditions <p>On May 25, additional health care providers:</p> <ul style="list-style-type: none"> • Upon attestation can provide same limited services as above 	<p>Expand ambulatory in-person routine care:</p> <ul style="list-style-type: none"> • Less urgent preventative services, procedures, and care (e.g., routine dental cleanings, certain elective procedures) • Day programs (e.g., Adult Day Health, Day Habilitation, etc.) 		Full resumption of activity in the "new normal"
Recreation and outdoor	<p>Beaches only open for transitory activity with no parking</p> <p>Parks open with no services/facilities</p>	<p>On May 25, can open with guidelines:</p> <ul style="list-style-type: none"> • Beaches • Parks • Drive-in theaters • Some athletic fields and courts • Many outdoor adventure activities • Most fishing, hunting, and boating • Outdoor gardens, zoos, reserves and public installations 	<p>Can open with guidelines:</p> <ul style="list-style-type: none"> • Campgrounds • Playgrounds and spray decks • Public and community pools • All athletic fields and courts with guidelines • Youth sports in limited fashion 	<p>Can open with guidelines:</p> <ul style="list-style-type: none"> • Additional activities and services • Youth sports with games and tournaments (limited crowd sizes) 	Full resumption of all outdoor recreation and activities
	Most certain	Degree of certainty given the progression of COVID-19			Least certain



REOPENING: PHASE 1 – START

The phased reopening gives businesses permission to reopen, but **reopening is not mandatory**. Businesses should refer to the Sector-Specific Protocols and best practices for detailed guidance on reopening and should follow a self-certification process.

Phase 1: Start

The following businesses will be eligible to reopen, subject to their ability to comply with all mandatory safety standards:

On May 18th

- **Essential businesses** stay open and continue to operate. Must comply with safety standards, and must self-certify by May 25, 2020
- **Manufacturing**
- **Construction**
- **Worship**
- **Hospitals and community health centers** who attest to specific public health/safety standards can provide high priority preventative care, pediatric care and treatment for high risk patients

On May 25th

- **Laboratory and life sciences facilities**
- **Offices, excluding those in City of Boston**; work from home strongly encouraged; businesses should restrict workforce presence to <25% maximum occupancy
- **Hair salons and barbershops** by appointment only
- **Pet grooming** by appointment only (curbside pet drop-off and pick-up)
- **Car washes** exterior car washing allowed
- **Recreation and outdoor** with guidelines
- **Other health care providers** who attest to specific public health/safety standards can provide high priority preventative care, pediatric care and treatment for high risk patients
- **Retail** remote fulfilment and curbside pickup

On June 1st

- **Offices in the City of Boston**, following applicable guidelines for the rest of the Commonwealth



HEALTH CARE

Effective May 18th, hospitals and community health centers who attest to meeting specific capacity criteria and public health/safety standards will be allowed to resume a limited set of in-person preventative, diagnostic and treatment services.

Effective May 25th, other health care providers who attest to meeting these standards may resume limited in-person services.

Services that may be performed are limited, **based on the provider's clinical judgment to (1) high-priority preventative services, including pediatric care, immunizations, and chronic disease care for high-risk patients and (2) urgent procedures that cannot be delivered remotely and would lead to high risk or significant worsening of the patient's condition if deferred.**

In order for the phased-in hospital expansion and non-hospital reopening, the following statewide metrics must be met. (1) 30% of hospital ICU beds (including staffed surge capacity) must be available. (2) 30% of total hospital beds (including staffed surge capacity) must be available.



Health care providers must meet the following requirements to reopen or expand services:

- Attest to public health standards and specific guidelines
- Adequate PPE on hand, reliable supply chain and other supplies and policies in place, not reliant on the state stockpile for PPE
- Infection control readiness (workflow, cleaning, social distancing, etc.)
- Workforce and patient screening and testing protocols
- Hospitals must have $\geq 25\%$ ICU and total bed capacity and reopen pediatric ICU and psychiatric beds if they had been repurposed for surge capacity



When making a clinical determination, providers (hospital, physician, other health care provider) are limited by the following criteria:

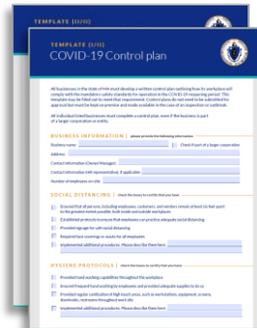
- The procedure cannot be provided through telehealth
- The service must be a high-priority preventative service including pediatric care and immunizations
- The procedure must be urgent and cannot be delivered remotely and could lead to high risk or significant worsening of the patient's condition if deferred



REOPENING: PHASE 1 – START

Mandatory self-certification for businesses

In order to reopen, businesses **must** develop a written COVID-19 Control Plan outlining how its workplace will prevent the spread of COVID-19. Required Materials are located on mass.gov/reopening, and include:



COVID-19 control plan template

Businesses may complete a template, available on the mass.gov/reopening, to fulfill this requirement. This plan **does not need to be submitted** to a state agency for approval, but must be retained on the premises of the business and be provided in the event of an inspection.



Compliance attestation poster

Businesses are required to sign a poster, attesting that they have completed a COVID-19 control plan, and post it in an area within the business premises that is visible to employees and visitors.



Employer



Worker

Other posters

Businesses are required to post signs and posters describing the rules for maintaining social distancing, hygiene protocols, cleaning, and disinfecting.

Note: All reopening businesses must meet these requirements before reopening. Businesses that are designated as essential may remain open but are required to complete these steps by May 25, 2020.



CARING FOR CHILDREN

The Commonwealth's mission in reopening is to increase access to childcare and youth programs, protect children and staff, and reduce the spread of COVID-19. Child care and summer recreation camps will reopen in a phased approach. The Departments of Early Education and Care and Public Health are developing guidelines that balance families' need for child care with health and safety. The initial reopening plan will focus on families who have no safe alternative to group care by increasing emergency child care capacity. EEC will also partner with industries returning to work to develop options specific to their workplaces.

Since March, **emergency child care** has been available to children of workers, with extra virus mitigation protocols



Childcare operating at reduced capacity and on an emergency basis for children of workers with no safe alternative to group care during Phase 1.

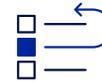


Implemented virus mitigation protocols including social distancing, cleaning and disinfecting, group ratio changes, isolation and contact tracing protocols, and extra staffing.



We continually solicit feedback from providers about operational support needed to reopen.

Going forward, we are continuing to tailor strategies to ensure **safe child care** and **recreational summer camp** options for Massachusetts families



Prioritizing safe child care options for workers with no safe alternative to group care. Leveraging and building capacity across the emergency child care system.



Partnering with industries returning to work as part of this reopening plan to ensure responsive, innovative options targeted to specific workplaces.



Opening on a phased basis recreational day camps in Phase 2 and residential camps in Phase 3.



Releasing detailed guidelines in the coming weeks.



TRANSIT (I)

The MBTA has been and will continue to implement measures to slow the spread of COVID-19 across the system to keep employees and riders safer.

While public transportation unavoidably creates some risk of transmission, the MBTA, riders and employers can significantly reduce that risk by working together:



Riders are required to wear masks and must make efforts to distance. Riders are asked to avoid riding transit if they are exhibiting symptoms of COVID-19.



Employers are encouraged to stagger schedules and implement work from home policies to reduce demand, especially during rush hours.



The MBTA will continue to take protective and preventative measures such as frequently disinfecting and cleaning vehicles and stations and providing protective supplies to workers.

To mitigate risk while providing appropriate levels of service, the MBTA will:



Support the transit needs of essential workers and those returning to the workplace in Phase 1 while continuing with limited service to maximize employee and rider safety.



Ramp up to a modified version of full service by Phase 3, although social distancing efforts will limit effective capacity on vehicles even after full service schedules are restored.



Actively communicate public health guidance and schedule adjustments in-station, online, and over social media.



TRANSIT (II)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Bus	Adapted Saturday schedule	Unchanged	Additional service for high demand bus routes as staffing permits	Resume full 2020 schedule, as staffing permits. Add service to high demand routes	Resume FY20 full schedule/ possible peak addition**
Subway / Blue	Adapted Saturday schedule	Unchanged	FY20 full schedule	FY20 full schedule	FY20 full schedule
Subway/ Red	Saturday schedule	Unchanged	Increased service (shorter time between trains)	FY 20 full schedule	FY20 full schedule
Subway/ Orange	Saturday schedule	Unchanged	Increased service (shorter time between trains)	FY 20 full schedule	FY20 full schedule
Green Line	Saturday schedule	Unchanged	Increased service (shorter time between trains)	FY20 full schedule as staffing permits	FY20 full schedule
Commuter Rail	Reduced schedule	Unchanged	Additional trains including off-peak on Fairmount Line	Modified FY20 full schedule*	Modified FY20 full schedule*
Ferries	Closed	Unchanged	Reopen with reduced service	FY20 full schedule	FY20 full schedule

Most certain

Degree of certainty given the progression of COVID-19

Least certain

* FY20 schedule modified, where feasible, to reflect changed travel patterns in COVID-19 new normal and workforce availability

** MBTA has 60 buses on order so possible peak additions could add those buses to schedule, dependent on workforce availability



HYGIENIC AND PROTECTIVE SUPPLIES

In order to operate, all Massachusetts businesses will need to meet the Mandatory Workplace Safety Standards and relevant Sector-Specific Protocols published by the state.

The state has developed a **guide to educate** business owners on what supplies are needed to return to workplaces, and a **portal to connect** businesses with manufacturers and distributors.

Educational materials will be provided to define how an employer should prepare their work spaces to reopen and **what** products are appropriate for employees to protect themselves at work. **Medical grade face coverings are not necessary for non-health care workers**



Guidance on protective supplies, including, but not limited to:

- What can be used as a **face covering** and how to wear it safely
- When are gloves necessary for employees, and how to **wash your hands**



Disinfecting and sanitizing guidance and which materials to use, including, but not limited to:

- Disinfecting wipes/spray
- Sanitizing wipes/spray
- Hand sanitizer

A **searchable portal** has been launched to **connect** Massachusetts businesses in need of supplies with manufacturers whom are actively producing and selling hygienic and protective materials in the Commonwealth



Contact and product information for vendors who have or have had a contract with the Commonwealth.



Contract and product information for manufacturers that have pivoted to produce hygienic or protective supplies as part of the M-ERT process.

Manufacturing Emergency Response Team



Massachusetts manufacturers



Graduated M-ERT companies



Million pieces of PPE to date

Access supply vendors on mass.gov/reopening



K-12 SCHOOLS

As previously announced, Massachusetts' K-12 school buildings will remain closed through the end of the 2019-20 school year, with remote teaching and learning in place. Schools will continue offering essential non-educational services to their communities. Plans are being made for the summer learning programs and 2020-21 school year and will be shared with the public in the weeks to come.



K-12 school buildings will remain closed through the end of the 2019-20 school year

Potential for limited exceptions to be announced at a later date.



Remote teaching and learning should continue through the end of the 2019-20 school year

As previously announced.



Schools should continue offering essential non-educational services

Examples include take-out and food delivery to students and families.



Plans for the summer and 2020-21 school year are being developed and will be announced soon

We are developing plans for summer learning programs and the next school year and closely tracing the progression of the virus as part of the reopening process.



HIGHER EDUCATION

Massachusetts' diverse higher education institutions continue to foster teaching, learning, student support, and essential research remotely throughout this time. They are working together and in partnership with the state to ensure a safe and gradual return to campus life. In the upcoming weeks, institutions will develop customized reopening plans to ensure the safety of their communities.

Four key principles will guide the return to campus life for Massachusetts' higher education institutions



Protect the health and safety of students, faculty, staff and people in surrounding communities.



Enable students to make meaningful progress towards their educational goals.



Contribute to research and innovation.



Minimize adverse economic impact on families, employees and the Massachusetts economy.

Institutions will craft their own campus reopening plans for each phase, to be implemented once common key enablers are met

In all phases: Safety guidelines and health monitoring protocols will be implemented throughout all elements of campus life – including classrooms, housing, dining, facilities and services.

In Phase 1: Higher education institutions can repopulate **research laboratories and medical, dental, veterinary and allied health clinical education and services, and restart functions** necessary to prepare campuses to reopen. All activities must observe applicable social distance guidance.

In Phases 2 and 3: Following public health guidance, each institution will develop its own plans for course delivery which will likely involve a combination of in-person and remote learning in order to allow for social distancing on campus.



For more information: www.mass.gov/reopening

- More detailed information on businesses, services, and activities that will open in each phase
- Resources for employers and employees
 - Mandatory Workplace Safety Standards
 - Sector-Specific Protocols and best practices
 - Template COVID-19 control plans and workplace posters
- Copies of this presentation, as well as additional information about the Reopening Advisory Board



THANK YOU

We'd like to thank the Reopening Advisory Board and the numerous other stakeholders for their input in developing this report

Reopening Advisory Board:

Co-Chairs:

- Karyn Polito – Lieutenant Governor
- Mike Kennealy – Secretary, Executive Office of Housing and Economic Development

Members:

- Aron Ain – CEO, Kronos Inc & Ultimate Software
- Joe Bahena – Senior Vice President, Joseph Abboud Manufacturing
- Monica Bharel MD, MPH – Commissioner of the Massachusetts Department of Public Health
- Kathryn Burton – Chief of Staff, City of Boston
- Steve DiFillippo – CEO, Davio's Restaurants
- Pamela Everhart – Head of Regional Public Affairs and Community Relations, Fidelity Investments
- Wendy Hudson – Owner, Nantucket Book Partners / Co-Founder, Cisco Brewers
- Mark Keroack – MD, MPH, President & CEO, Baystate Health
- Nicole LaChapelle – Mayor, City of Easthampton
- Laurie Leshin – Ph.D., President, Worcester Polytechnic Institute
- Linda Markham - President, Cape Air
- Girish Navani – CEO and Co-Founder, eClinicalWorks
- Stephanie Pollack – Secretary of Transportation
- Daniel Rivera – Mayor, City of Lawrence
- Corey Thomas – CEO, Rapid 7
- Rochelle Walensky – MD, MPH, Massachusetts General Hospital
- Carlo Zaffanella – Vice President and General Manager, Maritime & Strategic Systems, General Dynamics Mission Systems



OTHER RESOURCES

COVID-19 Updates and Information –

<https://www.mass.gov/info-details/covid-19-updates-and-information>

COVID-19 Prevention and Treatment –

<https://www.mass.gov/info-details/covid-19-prevention-and-treatment>

COVID-19 Resources and Guidance for Businesses –

<https://www.mass.gov/info-details/covid-19-resources-and-guidance-for-businesses>

COVID-19 Response Reporting –

<https://www.mass.gov/info-details/covid-19-response-reporting>

Guidance: Wear a Mask In Public (Issued May 1, 2020) –

<https://www.mass.gov/news/wear-a-mask-in-public>

Mandatory Workplace Safety Standards –

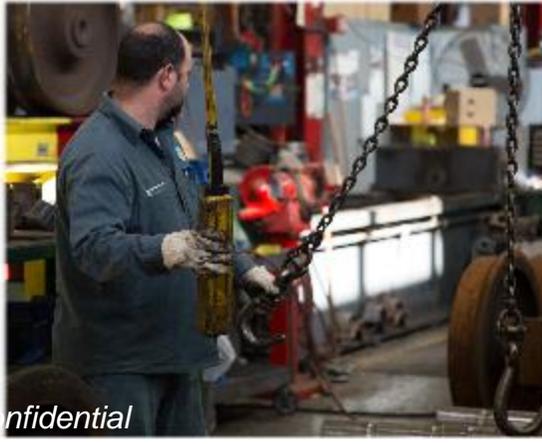
<https://www.mass.gov/info-details/reopening-mandatory-safety-standards-for-workplaces>

Travel Information Related to COVID-19 –

<https://www.mass.gov/info-details/travel-information-related-to-covid-19#travel-to-massachusetts->

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Confidential



Reopening Massachusetts

May 18, 2020



Confidential



THE ROAD WE'VE TRAVELLED TOGETHER



Massachusetts has been one of the hardest hit states in the U.S., with over 86,000 confirmed cases and 5,700 deaths through May 17, 2020.

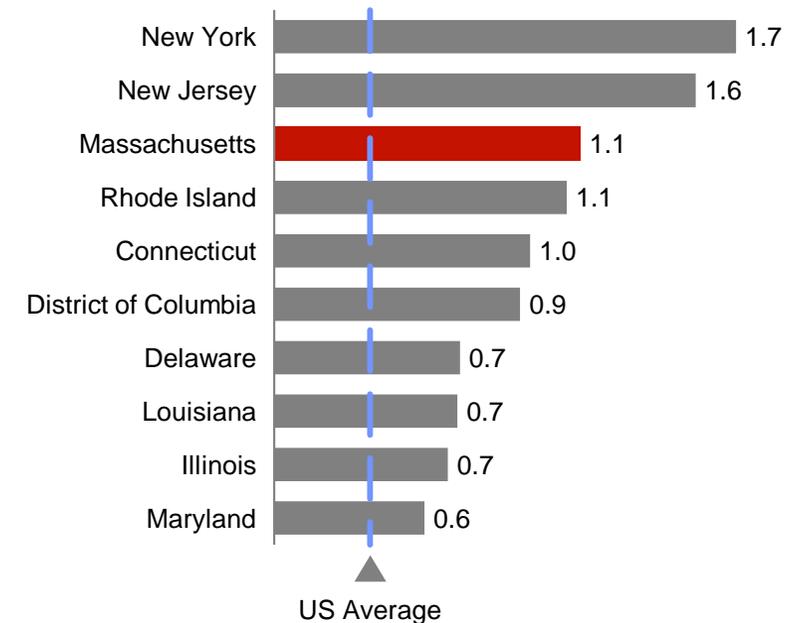
On March 23, 2020 Governor Baker issued an executive order closing all non-essential businesses across the Commonwealth in order to reduce the transmission of COVID-19.

In combatting COVID-19, the Baker-Polito administration has:

- In partnership with healthcare providers and municipalities, conducted more than 460,000 COVID-19 tests, making Massachusetts a top-5 per capita tester
- Launched a national model for contact tracing
- Committed over \$1 billion in funding to support our health care system
- Distributed more than 10.5 million pieces of personal protective equipment

Number of confirmed COVID-19 cases, per 100k population (thousands)

As of 5/12/2020





GETTING STARTED ON THE PATH TO REOPENING

On April 28, Governor Baker formed the Reopening Advisory Board, chaired by Lieutenant Governor Karyn Polito and Secretary of Housing and Economic Development Mike Kennealy, and comprised of representatives from the business community, public health officials, and municipal leaders from across the Commonwealth.

In crafting this report, the Reopening Advisory Board and other state officials:

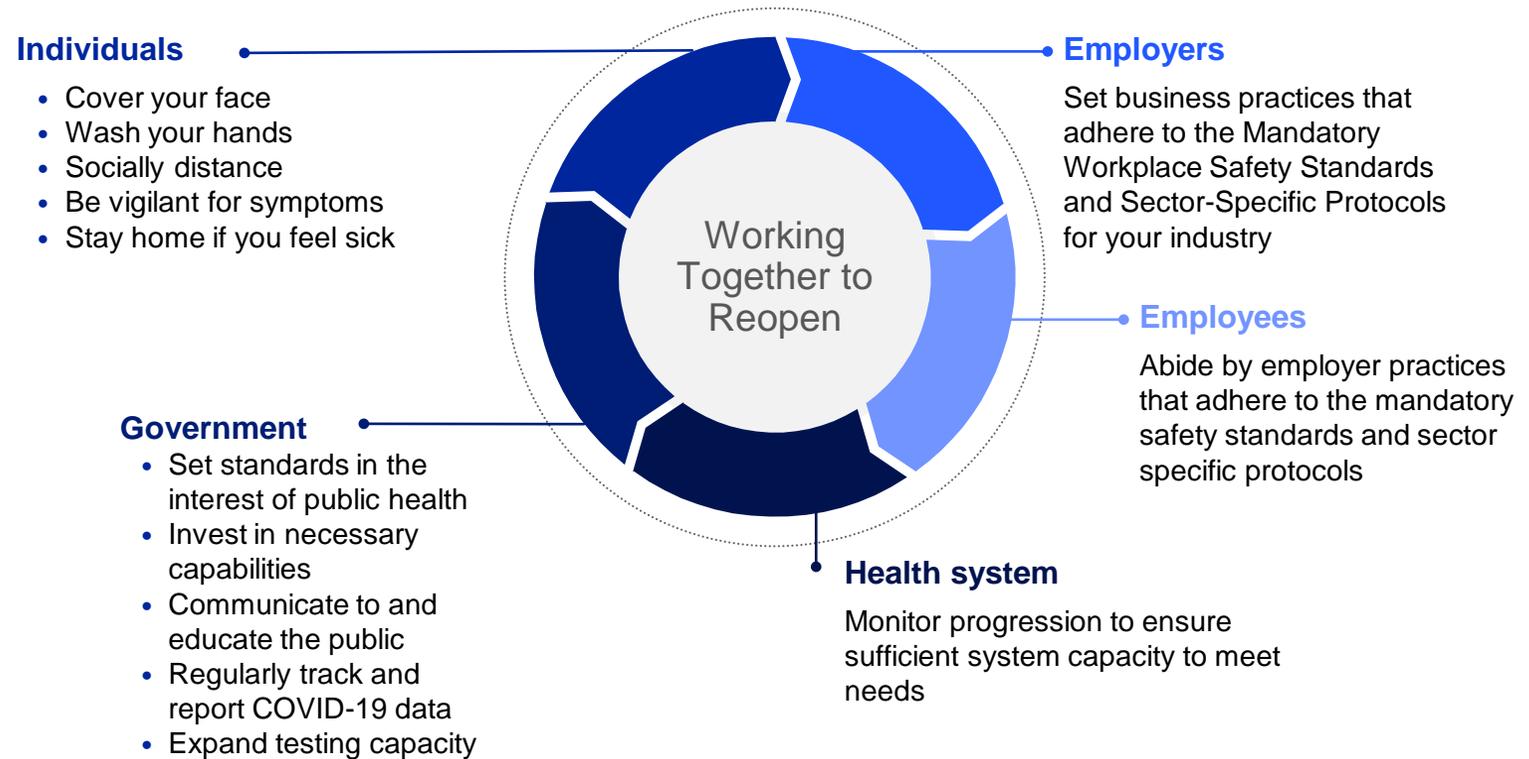
- Heard testimony from more than 75 business associations, labor unions, non-profits, and community coalitions that collectively represent more than 112,000 businesses and more than 2,000,000 employees
- Received and reviewed more than 4,600 written submissions from associations, businesses, and residents
- Engaged stakeholders and analyzed information in over 45 hours of Zoom meetings over the past 20 days





WORKING TOGETHER TO REOPEN

Until a treatment or vaccine for COVID-19 is available, life will not return to normal. We each have a collective responsibility to ensure that reopening proceeds smoothly and safely. Everyone must follow public health directives and use common sense to protect yourself, your family, your neighbors, and vulnerable populations across the Commonwealth.

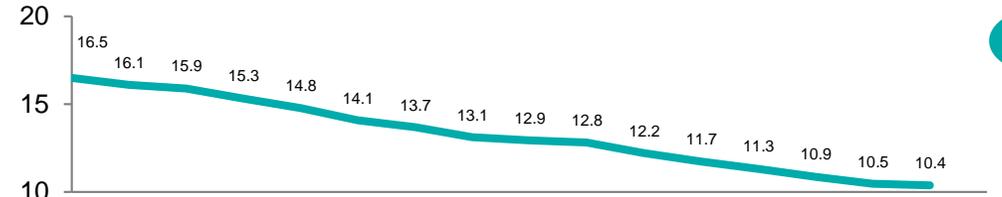




REOPENING WILL BE DRIVEN BY PUBLIC HEALTH DATA

- Key public health metrics will determine if and when it is appropriate to proceed through reopening phases
- Public health data trends indicating significant increases in viral transmission could result in returning to prior phases or closing sectors of the economy

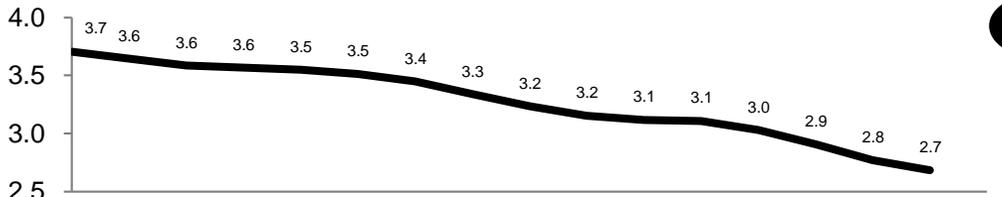
7-day avg. of positive test results, by date patient tested (%)



% decrease from 4/15

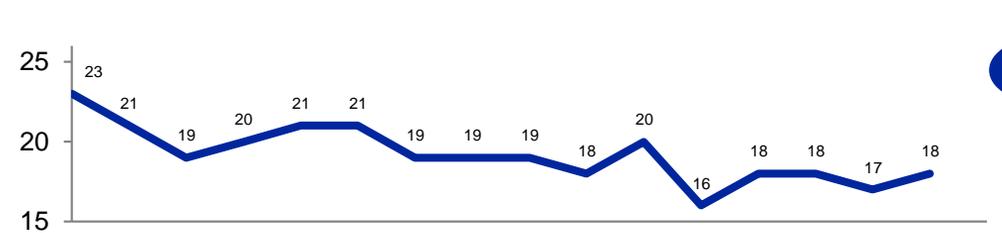
63

3-day avg. of hospitalizations (000s)



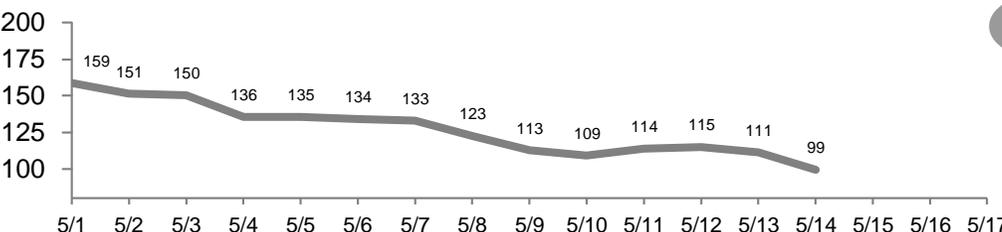
25

hospitals using ICU surge capacity



14

3 day average of deaths by date of death (#)



35

Source: MA COVID Command Center, May 2020

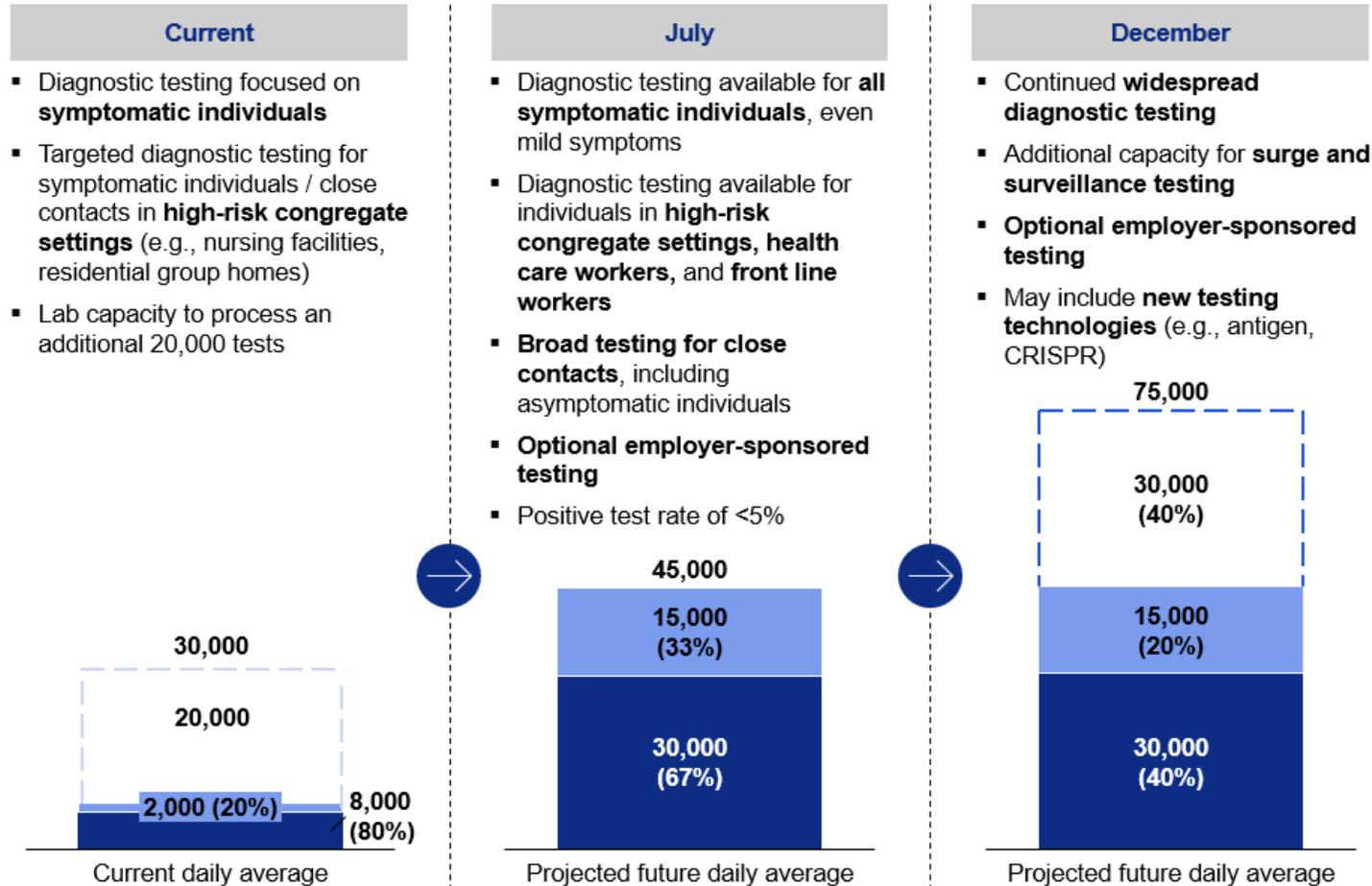


MASSACHUSETTS TESTING & TRACING STRATEGY

- **Test:** Increase testing capacity and number of people tested so people with COVID-19 are aware of their diagnosis and can self-isolate
- **Trace:** Trace all contacts of people with COVID-19 to ensure safe quarantine and testing for those who need it
- **Isolate:** Minimize transmission by isolating and quarantining individuals with COVID-19 and their close contacts
- **Support:** Provide support so individuals can safely isolate and quarantine

Summary of daily testing estimates by population

Key: ■ Diagnostic – Symptomatic Individuals ■ Diagnostic – Close contacts □ Surge / Surveillance □ Under utilized lab capacity





REOPENING WILL BE DRIVEN BY PUBLIC HEALTH DATA

Dashboard of public health indicators

- Starting on May 18, the COVID-19 Command Center will give updates on six key public health indicators
- Before and during reopening, these metrics must continue to show progress

Below is the status as of **May 18, 2020**:

Indicator	Status
1 COVID-19 positive test rate	
2 Number of individuals who died from COVID-19	
3 Number of patients with COVID-19 in hospitals	
4 Healthcare system readiness	
5 Testing capacity	
6 Contact tracing capabilities	

Legend

-  Positive trend
-  In progress
-  Negative trend



REOPENING AND FIGHTING COVID-19

As we reopen the Massachusetts economy, the Baker-Polito administration will provide guidance that each sector, industry, and business must follow:



Social guidance

General social guidance

Guidance all individuals must follow to reduce the risk of new COVID-19 transmission:

- Cover your face
- Wash your hands
- Socially distance
- Be vigilant for symptoms
- Stay home if you feel sick



Business guidance

Mandatory Workplace Safety Standards

New standards for all workplaces that are designed to reduce the risk of new COVID-19 transmission to employees and customers

Sector-Specific Protocols and best practices

Additional safety standards and recommended best practices to reduce the risk of new COVID-19 transmission in specific industries (e.g. restaurants, construction, etc.)



REOPENING AND FIGHTING COVID-19

On May 18, the Baker-Polito administration issued the Safer At Home Advisory:

Cover – Wash – Distance – Vigilance

- ✓ People over the age of 65 and people who have underlying health conditions – who are at high risk for COVID-19 – should continue to stay home except for essential errands such as going to the grocery store and to attend to healthcare needs
- ✓ All residents are advised to leave home only for healthcare, worship and permitted work, shopping, and outdoor activities
- ✓ All residents are **REQUIRED** to cover their face when they cannot maintain six feet of social distance in public
- ✓ All residents are advised to wash their hands frequently for at least 20 seconds with soapy water
- ✓ All residents are advised to be vigilant, monitor for symptoms and stay home if you feel sick

What Safer At Home Means

- Only leave home for health care, permitted work, shopping, and outdoor activities
- When going to the pharmacy ask if you can fill your prescriptions for 90 days if possible; for some medications this is not allowed. If you are at high-risk, try to use a mail-order service
- Don't participate in close contact activities such as pick-up sports games
- Use remote modes of communication like phone or video chat instead of visiting friends or family who are high risk for COVID-19
- Refrain from visiting nursing homes, skilled nursing facilities, or other residential care settings
- Parents should limit play dates for children



REOPENING AND FIGHTING COVID-19

Mandatory Workplace Safety Standards for reopening

All businesses and activities, as they reopen, must meet the following minimum safety standards:

Social Distancing

- All persons, including employees, customers, and vendors should remain at least six feet apart to the greatest extent possible, both inside and outside workplaces
- Establish protocols to ensure that employees can practice adequate social distancing
- Provide signage for safe social distancing
- Require face coverings or masks for all employees

Hygiene Protocols

- Provide hand washing capabilities throughout the workplace
- Ensure frequent hand washing and ensure adequate supplies
- Provide regular sanitization of high touch areas, such as workstations, equipment, screens, doorknobs, restrooms throughout work site

Staffing and Operations

- Provide training for employees regarding the social distancing and hygiene protocols
- Employees who are displaying COVID-19-like symptoms do not report to work
- Establish a plan for employees getting ill from COVID-19 at work, and a return-to-work plan

Cleaning and Disinfecting

- Establish and maintain cleaning protocols specific to the business
- When an active employee is diagnosed with COVID-19, cleaning and disinfecting must be performed
- Disinfection of all common surfaces must take place at intervals appropriate to said workplace

Note: Businesses operating to provide Essential Services, as defined in the Governor's March 23, 2020 Executive Order, updated on March 31, April 28 and May 15, may remain open and have until May 25, 2020 to comply with these mandatory safety standards.



REOPENING AND FIGHTING COVID-19

Sector-Specific Protocols and best practices

The Baker-Polito administration has developed specific guidance so that each industry reopens as safely as possible. Businesses are expected to implement these protocols in addition to the more general Mandatory Workplace Safety Standards.

As of May 18, materials for the sectors eligible to open in the first phase of reopening are included on the [mass.gov/reopening](https://www.mass.gov/reopening). Guidance for sectors opening in later phases will be posted online in advance of those phases. Each sector will have access to:



Sector Circular

Mandatory safety standards and recommended best practices in social distancing, hygiene protocols, staffing/operations, and cleaning/disinfecting for each sector.



Sector Checklist

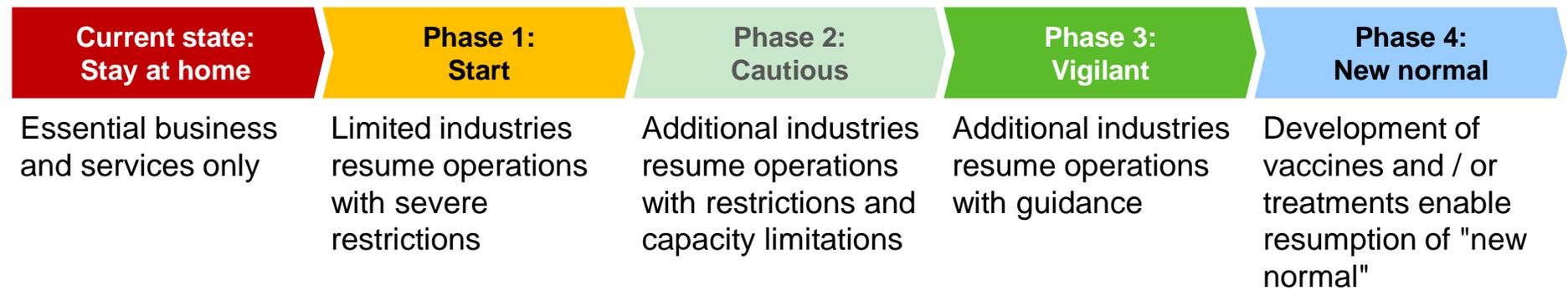
Checklist developed to serve as guidance for employers and businesses of all sizes as they adjust operations to address worker and customer safety.

Note: Businesses operating to provide Essential Services, as defined in the Governor's March 23, 2020 Executive Order, updated on March 31, April 28 and May 15, may remain open and have until May 25, 2020 to comply with their industry's sector specific protocols (if applicable).



REOPENING MASSACHUSETTS IN PHASES

The goal of this phased reopening plan is to methodically allow businesses, services, and activities to resume, while avoiding a resurgence of COVID-19 that could overwhelm our healthcare system and erase the progress we've made so far.



- **Each phase will last a minimum of three weeks and could last longer** before moving to the next phase
- **If public health data trends are negative**, specific industries, regions, and/or the entire Commonwealth may need to return to an earlier phase
- The Commonwealth will **partner with industries to draft Sector-Specific Protocols in advance of future phases** (example: restaurant specific protocols will be drafted in advance of Phase 2)
- **If we all work together to defeat COVID-19, we can proceed through each phase**



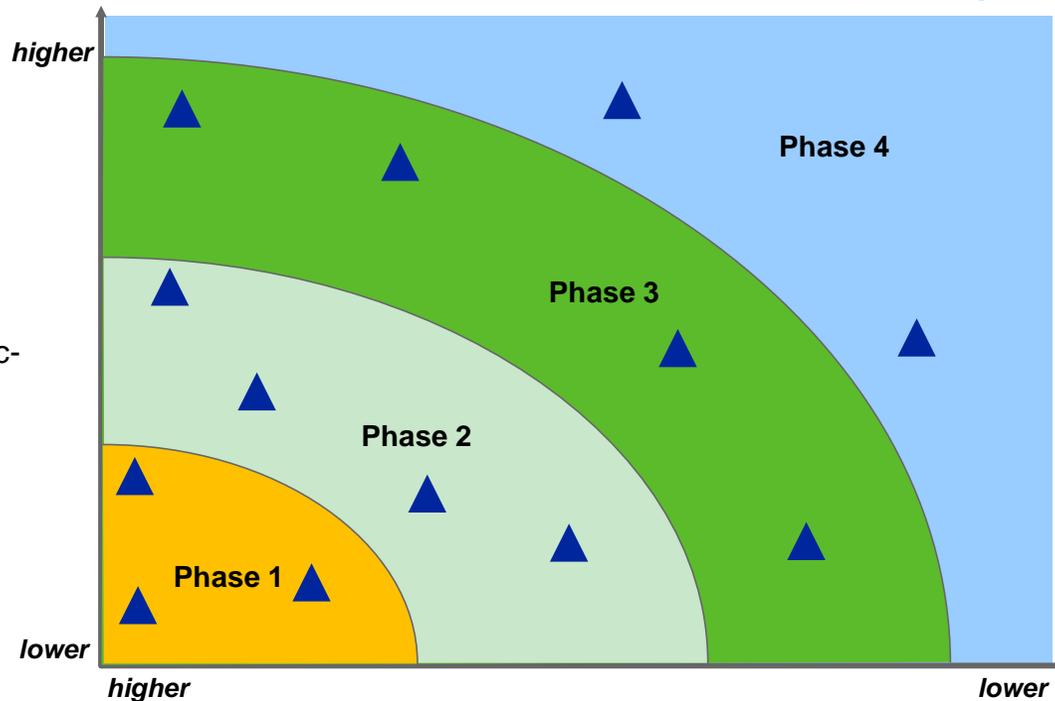
REOPENING MASSACHUSETTS IN PHASES

The Baker-Polito administration's data-driven approach to reopening the economy used a framework that considered the public health risk and the economic benefit of reopening each of the closed sectors of our economy. In addition to this framework, the Baker-Polito administration looked to what other states are doing, including our immediate neighbors and those that were similarly impacted by COVID-19.

Framework to inform which sectors should be considered for reopening in each phase:

Public health risk of reopening

Contact intensity, % of public-facing roles



Economic benefit of reopening

Unemployment claims, median income, % of small and medium businesses

▲ Illustrative sectors



REOPENING MASSACHUSETTS IN PHASES

Phased approach and reopening summary plan (I)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Social guidance	<p>As residents of Massachusetts, we are all in this together. Across all phases of reopening, please:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>Cover your face</p> </div> <div style="text-align: center;">  <p>Wash your hands</p> </div> <div style="text-align: center;">  <p>Socially distance</p> </div> <div style="text-align: center;">  <p>Be vigilant for symptoms</p> </div> <div style="text-align: center;">  <p>Stay home if you feel sick</p> </div> </div>				
High risk populations As defined by the CDC	<ul style="list-style-type: none"> High risk should work from home if possible, priority consideration for workplace accommodations 	<ul style="list-style-type: none"> High risk should work from home if possible, priority consideration for workplace accommodations 	<ul style="list-style-type: none"> High risk should work from home if possible, priority consideration for workplace accommodations 	<ul style="list-style-type: none"> High risk should work from home if possible; priority consideration for workplace accommodations (these could be adjusted depending on pending epidemiological evidence) 	<ul style="list-style-type: none"> Resume public interactions with physical distancing
Gathering size	<ul style="list-style-type: none"> Gatherings of <10 people 	<ul style="list-style-type: none"> Gatherings of <10 people 	<ul style="list-style-type: none"> To be determined based on trends 	<ul style="list-style-type: none"> To be determined based on trends 	<ul style="list-style-type: none"> To be determined based on trends
Travel	<ul style="list-style-type: none"> Stay at home advisory All travelers to MA urged to self-quarantine for 14 days Lodging restricted to essential workers only 	<ul style="list-style-type: none"> Safer at home advisory All travelers to MA urged to self-quarantine for 14 days Lodging restricted to essential workers only 	<ul style="list-style-type: none"> Business and recreational travel discouraged All travelers to MA urged to self-quarantine for 14 days Lodging open with restrictions 	<ul style="list-style-type: none"> To be determined based on trends 	<ul style="list-style-type: none"> Travel resumes, continue to observe social guidance
	Most certain	Degree of certainty given the progression of COVID-19			Least certain



REOPENING MASSACHUSETTS IN PHASES

Phased approach and reopening summary plan (II)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Worship	Gathering restrictions	On May 18 open with guidelines, outdoor services are encouraged	Open with updated guidelines, outdoor services are encouraged	Open with updated guidelines, outdoor services are encouraged	Full resumption of activity in the "new normal"
Business	Essential businesses only (Remain open across all phases with guidelines)	With restrictions, some capacity limitations, staggered start: On May 18 : <ul style="list-style-type: none"> • Essential business • Manufacturing • Construction On May 25 : <ul style="list-style-type: none"> • Lab space • Office space • Limited Personal Services <ul style="list-style-type: none"> - Hair - Pet grooming - Car washes • Retail <ul style="list-style-type: none"> - Remote fulfilment - Curbside pick-up On June 1 : <ul style="list-style-type: none"> • Office space: Boston 	Potentially updated guidance for Phase 1 businesses With restrictions and some capacity limitations: <ul style="list-style-type: none"> • Retail • Restaurants* • Lodging* • Additional Personal Services <ul style="list-style-type: none"> - e.g., Nail salons - e.g., Day spas 	Potentially updated guidance for Phase 1 & 2 businesses With restrictions and some capacity limitations: <ul style="list-style-type: none"> • Bars • Arts & Entertainment <ul style="list-style-type: none"> - e.g., Casinos - e.g., Fitness, gyms - e.g., Museums • All other business activities resume except for nightclubs and large venues 	Full resumption of activity (e.g., large venues and night clubs)

*Restaurant & Hospitality workgroup convened May 15 to develop procedures for opening.

Most certain

Degree of certainty given the progression of COVID-19

Least certain



REOPENING MASSACHUSETTS IN PHASES

Phased approach and reopening summary plan (III)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Health and human services	Emergency/Emergent needs only, telehealth encouraged	<p>On May 18, hospitals and community health centers:</p> <ul style="list-style-type: none"> Upon attestation can provide high priority preventative care, pediatric care and treatment for high risk patients and conditions <p>On May 25, additional health care providers:</p> <ul style="list-style-type: none"> Upon attestation can provide same limited services as above 	<p>Expand ambulatory in-person routine care:</p> <ul style="list-style-type: none"> Less urgent preventative services, procedures, and care (e.g., routine dental cleanings, certain elective procedures) Day programs (e.g., Adult Day Health, Day Habilitation, etc.) 		Full resumption of activity in the "new normal"
Recreation and outdoor	<p>Beaches only open for transitory activity with no parking</p> <p>Parks open with no services/facilities</p>	<p>On May 25, can open with guidelines:</p> <ul style="list-style-type: none"> Beaches Parks Drive-in theaters Some athletic fields and courts Many outdoor adventure activities Most fishing, hunting, and boating Outdoor gardens, zoos, reserves and public installations 	<p>Can open with guidelines:</p> <ul style="list-style-type: none"> Campgrounds Playgrounds and spray decks Public and community pools All athletic fields and courts with guidelines Youth sports in limited fashion 	<p>Can open with guidelines:</p> <ul style="list-style-type: none"> Additional activities and services Youth sports with games and tournaments (limited crowd sizes) 	Full resumption of all outdoor recreation and activities
	Most certain	Degree of certainty given the progression of COVID-19			Least certain



REOPENING: PHASE 1 – START

The phased reopening gives businesses permission to reopen, but **reopening is not mandatory**. Businesses should refer to the Sector-Specific Protocols and best practices for detailed guidance on reopening and should follow a self-certification process.

Phase 1: Start

The following businesses will be eligible to reopen, subject to their ability to comply with all mandatory safety standards:

On May 18th

- **Essential businesses** stay open and continue to operate. Must comply with safety standards, and must self-certify by May 25, 2020
- **Manufacturing**
- **Construction**
- **Worship**
- **Hospitals and community health centers** who attest to specific public health/safety standards can provide high priority preventative care, pediatric care and treatment for high risk patients

On May 25th

- **Laboratory and life sciences facilities**
- **Offices, excluding those in City of Boston**; work from home strongly encouraged; businesses should restrict workforce presence to <25% maximum occupancy
- **Hair salons and barbershops** by appointment only
- **Pet grooming** by appointment only (curbside pet drop-off and pick-up)
- **Car washes** exterior car washing allowed
- **Recreation and outdoor** with guidelines
- **Other health care providers** who attest to specific public health/safety standards can provide high priority preventative care, pediatric care and treatment for high risk patients
- **Retail** remote fulfilment and curbside pickup

On June 1st

- **Offices in the City of Boston**, following applicable guidelines for the rest of the Commonwealth



HEALTH CARE

Effective May 18th, hospitals and community health centers who attest to meeting specific capacity criteria and public health/safety standards will be allowed to resume a limited set of in-person preventative, diagnostic and treatment services.

Effective May 25th, other health care providers who attest to meeting these standards may resume limited in-person services.

Services that may be performed are limited, **based on the provider's clinical judgment to (1) high-priority preventative services, including pediatric care, immunizations, and chronic disease care for high-risk patients and (2) urgent procedures that cannot be delivered remotely and would lead to high risk or significant worsening of the patient's condition if deferred.**

In order for the phased-in hospital expansion and non-hospital reopening, the following statewide metrics must be met. (1) 30% of hospital ICU beds (including staffed surge capacity) must be available. (2) 30% of total hospital beds (including staffed surge capacity) must be available.



Health care providers must meet the following requirements to reopen or expand services:

- Attest to public health standards and specific guidelines
- Adequate PPE on hand, reliable supply chain and other supplies and policies in place, not reliant on the state stockpile for PPE
- Infection control readiness (workflow, cleaning, social distancing, etc.)
- Workforce and patient screening and testing protocols
- Hospitals must have $\geq 25\%$ ICU and total bed capacity and reopen pediatric ICU and psychiatric beds if they had been repurposed for surge capacity



When making a clinical determination, providers (hospital, physician, other health care provider) are limited by the following criteria:

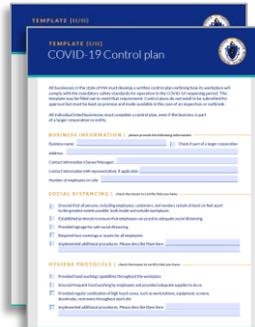
- The procedure cannot be provided through telehealth
- The service must be a high-priority preventative service including pediatric care and immunizations
- The procedure must be urgent and cannot be delivered remotely and could lead to high risk or significant worsening of the patient's condition if deferred



REOPENING: PHASE 1 – START

Mandatory self-certification for businesses

In order to reopen, businesses **must** develop a written COVID-19 Control Plan outlining how its workplace will prevent the spread of COVID-19. Required Materials are located on mass.gov/reopening, and include:



COVID-19 control plan template

Businesses may complete a template, available on the mass.gov/reopening, to fulfill this requirement. This plan **does not need to be submitted** to a state agency for approval, but must be retained on the premises of the business and be provided in the event of an inspection.



Compliance attestation poster

Businesses are required to sign a poster, attesting that they have completed a COVID-19 control plan, and post it in an area within the business premises that is visible to employees and visitors.



Employer



Worker

Other posters

Businesses are required to post signs and posters describing the rules for maintaining social distancing, hygiene protocols, cleaning, and disinfecting.

Note: All reopening businesses must meet these requirements before reopening. Businesses that are designated as essential may remain open but are required to complete these steps by May 25, 2020.



CARING FOR CHILDREN

The Commonwealth's mission in reopening is to increase access to childcare and youth programs, protect children and staff, and reduce the spread of COVID-19. Child care and summer recreation camps will reopen in a phased approach. The Departments of Early Education and Care and Public Health are developing guidelines that balance families' need for child care with health and safety. The initial reopening plan will focus on families who have no safe alternative to group care by increasing emergency child care capacity. EEC will also partner with industries returning to work to develop options specific to their workplaces.

Since March, **emergency child care** has been available to children of workers, with extra virus mitigation protocols



Childcare operating at reduced capacity and on an emergency basis for children of workers with no safe alternative to group care during Phase 1.

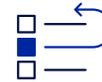


Implemented virus mitigation protocols including social distancing, cleaning and disinfecting, group ratio changes, isolation and contact tracing protocols, and extra staffing.



We continually solicit feedback from providers about operational support needed to reopen.

Going forward, we are continuing to tailor strategies to ensure **safe child care** and **recreational summer camp** options for Massachusetts families



Prioritizing safe child care options for workers with no safe alternative to group care. Leveraging and building capacity across the emergency child care system.



Partnering with industries returning to work as part of this reopening plan to ensure responsive, innovative options targeted to specific workplaces.



Opening on a phased basis recreational day camps in Phase 2 and residential camps in Phase 3.



Releasing detailed guidelines in the coming weeks.



TRANSIT (I)

The MBTA has been and will continue to implement measures to slow the spread of COVID-19 across the system to keep employees and riders safer.

While public transportation unavoidably creates some risk of transmission, the MBTA, riders and employers can significantly reduce that risk by working together:



Riders are required to wear masks and must make efforts to distance. Riders are asked to avoid riding transit if they are exhibiting symptoms of COVID-19.



Employers are encouraged to stagger schedules and implement work from home policies to reduce demand, especially during rush hours.



The MBTA will continue to take protective and preventative measures such as frequently disinfecting and cleaning vehicles and stations and providing protective supplies to workers.

To mitigate risk while providing appropriate levels of service, the MBTA will:



Support the transit needs of essential workers and those returning to the workplace in Phase 1 while continuing with limited service to maximize employee and rider safety.



Ramp up to a modified version of full service by Phase 3, although social distancing efforts will limit effective capacity on vehicles even after full service schedules are restored.



Actively communicate public health guidance and schedule adjustments in-station, online, and over social media.



TRANSIT (II)

	Current state: Stay at home	Phase 1: Start	Phase 2: Cautious	Phase 3: Vigilant	Phase 4: New normal
Bus	Adapted Saturday schedule	Unchanged	Additional service for high demand bus routes as staffing permits	Resume full 2020 schedule, as staffing permits. Add service to high demand routes	Resume FY20 full schedule/ possible peak addition**
Subway / Blue	Adapted Saturday schedule	Unchanged	FY20 full schedule	FY20 full schedule	FY20 full schedule
Subway/ Red	Saturday schedule	Unchanged	Increased service (shorter time between trains)	FY 20 full schedule	FY20 full schedule
Subway/ Orange	Saturday schedule	Unchanged	Increased service (shorter time between trains)	FY 20 full schedule	FY20 full schedule
Green Line	Saturday schedule	Unchanged	Increased service (shorter time between trains)	FY20 full schedule as staffing permits	FY20 full schedule
Commuter Rail	Reduced schedule	Unchanged	Additional trains including off-peak on Fairmount Line	Modified FY20 full schedule*	Modified FY20 full schedule*
Ferries	Closed	Unchanged	Reopen with reduced service	FY20 full schedule	FY20 full schedule

Most certain

Degree of certainty given the progression of COVID-19

Least certain

* FY20 schedule modified, where feasible, to reflect changed travel patterns in COVID-19 new normal and workforce availability

** MBTA has 60 buses on order so possible peak additions could add those buses to schedule, dependent on workforce availability



HYGIENIC AND PROTECTIVE SUPPLIES

In order to operate, all Massachusetts businesses will need to meet the Mandatory Workplace Safety Standards and relevant Sector-Specific Protocols published by the state.

The state has developed a **guide to educate** business owners on what supplies are needed to return to workplaces, and a **portal to connect** businesses with manufacturers and distributors.

Educational materials will be provided to define how an employer should prepare their work spaces to reopen and **what** products are appropriate for employees to protect themselves at work. **Medical grade face coverings are not necessary for non-health care workers**



Guidance on protective supplies, including, but not limited to:

- What can be used as a **face covering** and how to wear it safely
- When are gloves necessary for employees, and how to **wash your hands**



Disinfecting and sanitizing guidance and which materials to use, including, but not limited to:

- Disinfecting wipes/spray
- Sanitizing wipes/spray
- Hand sanitizer

A **searchable portal** has been launched to **connect** Massachusetts businesses in need of supplies with manufacturers whom are actively producing and selling hygienic and protective materials in the Commonwealth



Contact and product information for vendors who have or have had a contract with the Commonwealth.



Contract and product information for manufacturers that have pivoted to produce hygienic or protective supplies as part of the M-ERT process.

Manufacturing Emergency Response Team



Massachusetts manufacturers



Graduated M-ERT companies



Million pieces of PPE to date

Access supply vendors on mass.gov/reopening



K-12 SCHOOLS

As previously announced, Massachusetts' K-12 school buildings will remain closed through the end of the 2019-20 school year, with remote teaching and learning in place. Schools will continue offering essential non-educational services to their communities. Plans are being made for the summer learning programs and 2020-21 school year and will be shared with the public in the weeks to come.



K-12 school buildings will remain closed through the end of the 2019-20 school year

Potential for limited exceptions to be announced at a later date.



Remote teaching and learning should continue through the end of the 2019-20 school year

As previously announced.



Schools should continue offering essential non-educational services

Examples include take-out and food delivery to students and families.



Plans for the summer and 2020-21 school year are being developed and will be announced soon

We are developing plans for summer learning programs and the next school year and closely tracing the progression of the virus as part of the reopening process.



HIGHER EDUCATION

Massachusetts' diverse higher education institutions continue to foster teaching, learning, student support, and essential research remotely throughout this time. They are working together and in partnership with the state to ensure a safe and gradual return to campus life. In the upcoming weeks, institutions will develop customized reopening plans to ensure the safety of their communities.

Four key principles will guide the return to campus life for Massachusetts' higher education institutions



Protect the health and safety of students, faculty, staff and people in surrounding communities.



Enable students to make meaningful progress towards their educational goals.



Contribute to research and innovation.



Minimize adverse economic impact on families, employees and the Massachusetts economy.

Institutions will craft their own campus reopening plans for each phase, to be implemented once common key enablers are met

In all phases: Safety guidelines and health monitoring protocols will be implemented throughout all elements of campus life – including classrooms, housing, dining, facilities and services.

In Phase 1: Higher education institutions can repopulate **research laboratories and medical, dental, veterinary and allied health clinical education and services, and restart functions** necessary to prepare campuses to reopen. All activities must observe applicable social distance guidance.

In Phases 2 and 3: Following public health guidance, each institution will develop its own plans for course delivery which will likely involve a combination of in-person and remote learning in order to allow for social distancing on campus.



For more information: www.mass.gov/reopening

- More detailed information on businesses, services, and activities that will open in each phase
- Resources for employers and employees
 - Mandatory Workplace Safety Standards
 - Sector-Specific Protocols and best practices
 - Template COVID-19 control plans and workplace posters
- Copies of this presentation, as well as additional information about the Reopening Advisory Board



THANK YOU

We'd like to thank the Reopening Advisory Board and the numerous other stakeholders for their input in developing this report

Reopening Advisory Board:

Co-Chairs:

- Karyn Polito – Lieutenant Governor
- Mike Kennealy – Secretary, Executive Office of Housing and Economic Development

Members:

- Aron Ain – CEO, Kronos Inc & Ultimate Software
- Joe Bahena – Senior Vice President, Joseph Abboud Manufacturing
- Monica Bharel MD, MPH – Commissioner of the Massachusetts Department of Public Health
- Kathryn Burton – Chief of Staff, City of Boston
- Steve DiFillippo – CEO, Davio's Restaurants
- Pamela Everhart – Head of Regional Public Affairs and Community Relations, Fidelity Investments
- Wendy Hudson – Owner, Nantucket Book Partners / Co-Founder, Cisco Brewers
- Mark Keroack – MD, MPH, President & CEO, Baystate Health
- Nicole LaChapelle – Mayor, City of Easthampton
- Laurie Leshin – Ph.D., President, Worcester Polytechnic Institute
- Linda Markham - President, Cape Air
- Girish Navani – CEO and Co-Founder, eClinicalWorks
- Stephanie Pollack – Secretary of Transportation
- Daniel Rivera – Mayor, City of Lawrence
- Corey Thomas – CEO, Rapid 7
- Rochelle Walensky – MD, MPH, Massachusetts General Hospital
- Carlo Zaffanella – Vice President and General Manager, Maritime & Strategic Systems, General Dynamics Mission Systems



OTHER RESOURCES

COVID-19 Updates and Information –

<https://www.mass.gov/info-details/covid-19-updates-and-information>

COVID-19 Prevention and Treatment –

<https://www.mass.gov/info-details/covid-19-prevention-and-treatment>

COVID-19 Resources and Guidance for Businesses –

<https://www.mass.gov/info-details/covid-19-resources-and-guidance-for-businesses>

COVID-19 Response Reporting –

<https://www.mass.gov/info-details/covid-19-response-reporting>

Guidance: Wear a Mask In Public (Issued May 1, 2020) –

<https://www.mass.gov/news/wear-a-mask-in-public>

Mandatory Workplace Safety Standards –

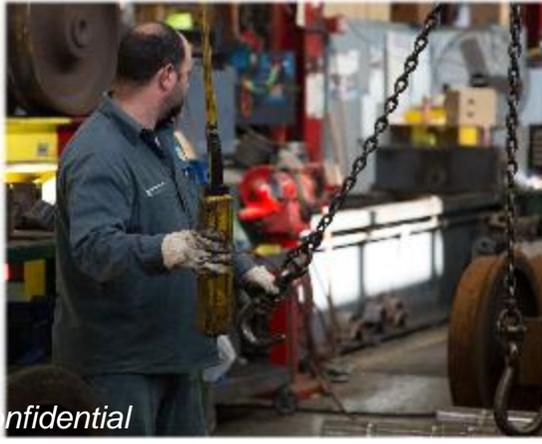
<https://www.mass.gov/info-details/reopening-mandatory-safety-standards-for-workplaces>

Travel Information Related to COVID-19 –

<https://www.mass.gov/info-details/travel-information-related-to-covid-19#travel-to-massachusetts->

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Confidential



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 05/20/2020

To: COUNTY OF BARNSTABLE
Re: Contract # **INTF2903P01190128223**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes.

If you have any questions, please contact **Pedro Valdez** at **617-624-6188**
An original contract package must be completed by **05/27/2020** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: **Pedro Valdez**



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

Tel: 617-624-6000
www.mass.gov/dph

May 18, 2020

Robert Collett
 Town of Barnstable
 3195 Main Street
 Barnstable, MA 02630

RE: MA Tobacco Cessation and Prevention Program
 Contract #: INTF2903P01190128223

Dear Mr. Collett:

This letter is to inform you that the Massachusetts Department of Public Health, Bureau of Community Health and Prevention has amended your FY2020 contract and will be utilizing our option to renew for FY2021 to provide Tobacco related work through your organization. The start date of the contract will be the date it is executed by the Department. The award contract amounts are indicated below:

Current Contract Amount for all Years:	\$213,500.00
FY20 Current Amount	\$ 122,000.00
FY20 Increase Amount (TBD – June 30, 2020)	<u>\$ 55,000.00</u>
FY20 New Amount	\$177,000.00
FY21 Renewal Amount (July 1, 2020-June 30, 2021)	\$122,000.00
New Total MO for all Years (FY2019-FY2021):	\$ 390,500.00

Please read the attached conditions and respond within the timeframes specified. Complete and return the enclosed contract to the MDPH Purchase of Service (POS) Office by the date specified in the cover letter. If you have any questions regarding this award, please contact the people indicated below:

Program Contact: Jackie Doane | 617-624-5473 | Jacqueline.Doane@massmail.state.ma.us

On behalf of the Department, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Walter Gadecki
Director of Administration and Finance
Bureau of Community Health and Prevention (BCHAP)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 3195 MAIN ST BARNSTABLE, MA 02630-1105		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Julie Ferguson	Phone: 508-375-6621	Billing Address (if different):	
E-Mail: jferguson@barnstablecounty.org	Fax:	Contract Manager: Pedro Valdez	Phone: 617-624-6188
Contractor Vendor Code: VC6000194979		E-Mail: pedro.valdez1@massmail.state.ma.us	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD_001 <i>(Note: The Address ID must be set up for EFT payments.)</i>		MMARS Doc ID(s): INTF2903P01190128223	
		RFR/Procurement or Other ID Number: 190128	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all grants 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to <u>06/30, 2020</u> . Amendment: Enter Amendment Amount: \$ <u>177,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>390,500.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Maximum Obligation and Duration Change			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



**CONTRACTOR LEGAL:
CONTRACTOR VENDOR/CUSTOMER CODE:
CONTRACT NUMBER:**

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
o o	

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: **County of Barnstable - INTF2903P01190128223**

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase/Renewal

Include a clear explanation of what the funding change will support in terms of additional services.

Maximum Obligation increase with FY21 renewal.

BOH programs will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service. Strategies carried out by BOH programs will also be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, and reduce exposure to secondhand smoke.

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

BCHAP CONDITIONS PAGE

Vendor/Program : Town of Barnstable
Contract ID# : INTF2903P01190128223

A- STANDARD CONDITIONS

1) FISCAL

- Vendor agrees to submit invoices on a regular basis: Monthly___ Quarterly: X Other:___
- Number of budgets to be negotiated/submitted : 2
- Account expenditures timelines (as negotiated with program, funder): List accounts, timelines, etc.

2) PROGRAMMATIC

WORK PLAN REQUIREMENTS

- Vendor agrees to submit a work plan to support the scope of service by 08 / 01 / 2020
Work plan will include Objectives, tasks, timelines, responsible party, resources, etc.
- Annual contract performance review will be conducted (review goals, scope, compliance etc.,)

MONITORING (Site visits; Audits)

- Vendor agrees to make relevant staff and document available for manager to perform required monitoring functions, including site visits and audits

3) ADMINISTRATIVE

REPORTING

Vendor agrees to submit reports on a regular basis:

- Monthly Quarterly X Other ___

REPORTING

Vendor agrees to submit the following attachments/materials as part of the reporting basis:

- Quarterly Expense Report
- POST retailer inspection data
- Pricing Survey data

B- PROGRAM SPECIFIC CONDITIONS (As developed by Program, grant requirement; example may include): See attached FY20-FY21 scope of service document

- Specific grant requirements
- Meetings, training, networking requirements

Provider Name/Title : _____ Date: _____
Signature: _____

2. Total Other Direct/Program

\$ -	\$ -	\$ -
------	------	------

Occupancy

Program Facility

\$ -	\$ -	\$ -
------	------	------

Facility Operations, Maint. and Furn.

		\$ -
--	--	------

3. TOTAL OCCUPANCY

\$ -	\$ -	\$ -
------	------	------

SUB TOTAL: 1 + 2 + 3

\$ -	\$ -	\$ -
------	------	------

Administrative Support

Applicable Policy Cap

4. AGENCY ADMIN. SUPPORT

\$ -	\$ -	\$ -
------	------	------

5. CAPITAL BUDGET (Attach Schedule)

	\$ -	
--	------	--

TOTAL 1+2+3+4+5

\$122,000.00	\$55,000.00	\$ 177,000.00
---------------------	--------------------	----------------------

FOR DPH USE ONLY			
Reviewed by:		Comments:	
Approved by:			
Date:			

**Program Budget & Request For Budget Revision
Capital Budget Worksheet**

Capital Budget

Item To Be Purchased	Need for Item	Quantity	Estimated Unit Cost	Estimated Total Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Cost				\$0.00

Title to all equipment purchased under this capital budget shall vest with the governmental purchasing unit of the Department of Public Health. The Commonwealth of Massachusetts shall retain title to all assets purchased in accordance with this capital budget.

**Department of Public Health
Massachusetts Tobacco Control Program
Program Budget & Request For Budget Revision**

BOH (City / Town / Lead Community) County of Barnstable		Program Name Tobacco Control Program		
Vendor Code	Fiscal Year FY21	Service Contract Number	MTCP ID#	Today's Date

Note: Please complete this entire form, including all line items.

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
1. Direct Care/Prog. Support Staff					
Director	1.00	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
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		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
SUB TOTAL		\$ -	\$ -	\$ -	
Fringe Be	0.00%	\$ -	\$ -	\$ -	
Payroll Taxes		\$ -	\$ -	\$ -	
Relief		\$ -	\$ -	\$ -	
1. Total Direct Care/ Program Staff		\$ -	\$ -	\$ -	
2. Other Direct Care/Program					
Program Supplies		\$ -	\$ -	\$ -	
Wih/Phone		\$ -	\$ -	\$ -	
Insurance		\$ -	\$ -	\$ -	
Travel		\$ -	\$ -	\$ -	
Youth Stipends		\$ -	\$ -	\$ -	
Rollover		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	

2. Total Other Direct/Program	\$ -	\$ -	\$ -
Occupancy			
Program Facility	\$ -	\$ -	\$ -
Facility Operations, Maint. and Furn.			\$ -
3. TOTAL OCCUPANCY	\$ -	\$ -	\$ -
SUB TOTAL: 1 + 2 + 3	\$ -	\$ -	\$ -
Administrative Support			
Applicable Policy Cap			
4. AGENCY ADMIN. SUPPORT	\$ -	\$ -	\$ -
5. CAPITAL BUDGET (Attach Schedule)		\$ -	
TOTAL 1+2+3+4+5	\$122,000.00	\$0.00	\$ 122,000.00

FOR DPH USE ONLY			
Reviewed by:		Comments:	
Approved by:			
Date:			

**Program Budget & Request For Budget Revision
Capital Budget Worksheet**

Capital Budget

Item To Be Purchased	Need for Item	Quantity	Estimated Unit Cost	Estimated Total Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Cost				\$0.00

Title to all equipment purchased under this capital budget shall vest with the governmental purchasing unit of the Department of Public Health. The Commonwealth of Massachusetts shall retain title to all assets purchased in accordance with this capital budget.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health	
Legal Address: (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE, MA 02630-1105		MMARS Department Code: DPH Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Julie Ferguson		Billing Address (if different):	
E-Mail: jferguson@barnstablecounty.org		Contract Manager: Luz Bonano	
Phone: 508-375-6621	Fax:	E-Mail: luz.bonano@massmail.state.ma.us	
Contractor Vendor Code: VC6000194979		Phone: 617-624-5812	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF2903P01190128223	
		FR/Procurement or Other ID Number: 190128	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30</u> , 20 <u>19</u> Enter Amendment Amount: \$ <u>122,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended), \$ <u>213,500.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal with Maximum Obligation Change			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01</u> , 20 <u>19</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>20</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> , Date: <u>06/19/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ronald Beatty, Ronald Bergstrom, Mary Pat Flynn</u> Print Title: <u>Regional Commissioners</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: [Click here to enter text.](#)

CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ronald Bergstrom	County Commissioner
Mary Pat Flynn	County Commissioner
Ronald R. Beaty	County Commissioner

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


Signature

Date: 6/19/2019

Title: County Clerk

Telephone: (508) 375-6761

Fax: (508) 362-4136

Email: joconnell@barnstablecounty.org

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

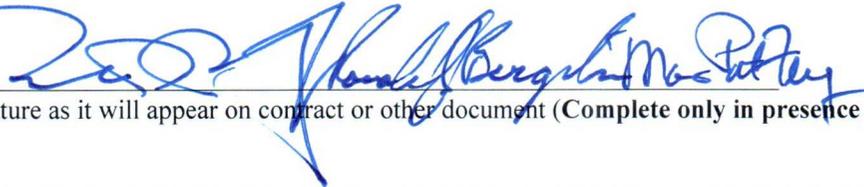
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Ronald Bergstrom, Mary Pat Flynn, Ronald R. Beaty

Title: County of Barnstable Regional Board of Commissioners

X 

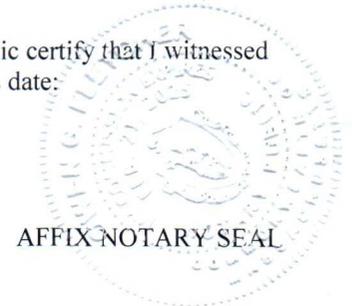
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

June 19, 2019.

My commission expires on: 02/21/25



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY:

(signature)

Print Name: Ronald Bergstrom, Mary Pat Flynn, Ronald Beaty

Title: County Commissioners

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name: County of Barnstable

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001419

Address: 3195 Main St., PO Box 427, Barnstable, MA 02630

Telephone: 508-375-6648

FAX: 508-362-4136

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the nineteenth day of June, A.D. 2019, motion by Commissioner Beaty to approve Items 8a through 8e as listed on the Revised Agenda for that meeting, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the execution of an updated contractor authorized signatory form for upcoming contracts in Fiscal Year 2020, for grants from the Massachusetts Executive Office of Elder Affairs to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program
- b. Authorizing the execution of an amendment to a contract, and creation of a new fund, for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, increasing the contract amount by \$122,000.00 to \$213,500.00, and extending the duration from June 30, 2019 through June 30, 2020, to support the Tobacco Cessation and Prevention Program
- c. Authorizing the execution of an amendment to a sub-award agreement for a grant to the Cape Cod Cooperative Extension from the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI), to support the Sea Grant Program, in the amount of \$985,500.00, for the period of February 01, 2018 through January 31, 2022, adding the remainder of Year 2 incremental funds and updating the agreement

- d. Authorizing the execution of a contract with Acme Shorey Precast Concrete Products, for Drainage Structures and Hot Mix Items for Towns in Barnstable County, for a period from April 1, 2019 through March 31, 2020, with the option to renew for one (1) additional year

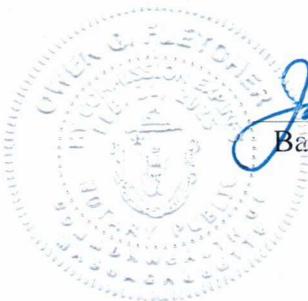
- e. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, June 19, 2019



Janice O'Connell
Barnstable County Regional Clerk



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 09/21/2018

To: COUNTY OF BARNSTABLE
Re: Contract # **INTF2903P01190128223**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

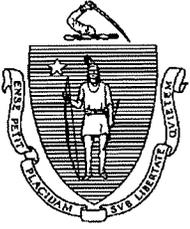
All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes.

If you have any questions, please contact **Laitouti, Lilia** at **617-624-5781**
An original contract package must be completed by **09/28/2018** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: **Laitouti, Lilia**



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

Tel: 617-624-6000
www.mass.gov/dph

September 19, 2018

Sean O'Brien
 County of Barnstable
 3195 Main Street
 Barnstable, MA 02630

RE: MA Tobacco Cessation and Prevention Program
 Contract #: **INTF2903P01190128223**

Dear Mr. O'Brien:

The Department of Public Health Tobacco Cessation and Prevention Program is pleased to inform you that your agency is being awarded funding through the new Municipal Board of Health Tobacco and Public Health Policy RFR 190128.

Your award is as follows:

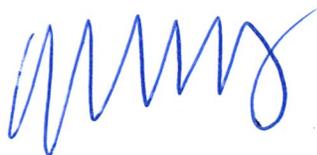
FY19 Maximum Obligation	<u>\$91,500.00</u>
Option to Renew: Yes	
Federal Funds: Yes	

Please note that funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year. Please read any attached conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service Office by the date indicated on the face page of the contract package. Be sure to include a **photocopy of both pages of the "Contractor Authorized Signatory Listing."** If you have questions regarding this award, please contact the people indicated below.

Program Contact: Jackie Doane, 617-624-5473, jacqueline.doane@state.ma.us
Purchase of Service Contact: Lilia Laitouti, 617-624-5781, lilia.laitouti1@state.ma.us

Sincerely,

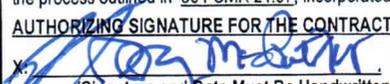


Elizabeth Barry
Acting Director
Bureau of Community Health & Prevention

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE, MA 02630-1105		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Sean O'Brien		Billing Address (if different):	
E-Mail: sobrien@barnstablecounty.org		Contract Manager: Laitouti, Lilia	
Phone: 508-375-6621	Fax:	E-Mail: lilia.laitouti1@massmail.state.ma.us	
Contractor Vendor Code: VC6000194979		Phone: 617-624-5781	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF2903P01190128223	
		RFR/Procurement or Other ID Number: 190128	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>91,500.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Public Entities Municipal Board of Health Tobacco and Public Health Policy Programs			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>19</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>10-08-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes Ron Brady, Mary Pat Flynn</u> Print Title: <u>County Commissioners</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:
CONTRACT #:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leo Cakounes, Mary Pat Flynn, Ron Beatty

Title: County Commissioners

X


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

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

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

October 3, 20 18.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME County Of Barnstable
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979
CONTRACT#: INTF2903P01190128223

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	County Commissioner
Mary Pat Flynn	County Commissioner
Ron Beaty	County Commissioner

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



 Signature

Date: 10-3-18

Title: County Clerk

Telephone: (508) 375-6761

Fax: (508) 362-4136

Email: joconnell@barnstablecounty.org

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

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: **County of Barnstable - INTF2903P01190128223**

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

X New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

--County of Barnstable will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service.

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

MTCP Board of Health Tobacco Programs

FY19 Scope of Service

October 1, 2018-June 30, 2019

BACKGROUND:

For over two decades, local Boards of Health (BOH) have been funded by MTCP to work on tobacco control and prevention strategies. BOHs play a crucial role in surveillance and enforcement as well as local policy change. Strategies to be carried out will include surveillance of the retail environment, enforcement of local and state policies, retailer education to support compliance, providing assistance to municipalities seeking to adopt tobacco-related policies and promote smoke-free environments, as well as support for other public health initiatives as applicable.

BOH programs will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service. Strategies carried out by BOH programs will also be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, and reduce exposure to secondhand smoke.

COMPONENTS:

Scope of service components include but are not limited to:

I. Tobacco Retail Surveillance and Data Collection

- Maintain accurate lists and profiles of local establishments that sell tobacco products in the MTCP's retailer database system
- Establish a communication system with municipal government offices to receive regular updates of businesses that are closed and open as well as license renewals so an accurate retailer list can be maintained
- Monitor and collect data on industry products and promotions in a sample of retail stores each quarter; it is expected that 25% of retailers will be monitored each quarter, a sample will be provided by MTCP
- Use data to educate municipal stakeholders on tobacco industry tactics

II. Enforce Local and State Tobacco Policies

- **Retail Inspections:**
 - Conduct annual retail inspections at 75% of establishments that sell tobacco
 - Conduct additional inspections after the passage of local policies to ensure compliance
 - Conduct education and enforcement activities if there are any violations of federal, state and local laws
 - Adhere to MTCP protocols to conduct inspections
- **Compliance Checks:**
 - Conduct annual compliance checks with youth at 75% of establishments that sell tobacco for cigars or other tobacco products (OTP)
 - Conduct Synar compliance checks with youth at 40-50% of program's tobacco retail stores for cigarettes, MTCP will provide the sample
 - Programs may choose to conduct 1 additional, annual compliance check at all establishments that sell tobacco to enforce a local policy of their choosing; for example, an additional OTP check or a compliance check for a local minimum legal sales age of 21
 - A portion of assigned compliance checks must be completed in every quarter of the fiscal year so checks are continuously conducted throughout the year

- Adhere to MTCP protocols to conduct compliance checks
- **Enforcement:**
 - Issue timely notification of violations if found
 - Appropriate program staff must be available to appear at hearings or for any follow up on violations needed
 - Conduct follow-up compliance checks when illegal sales to minors or complaints about illegal sales occur; follow up compliance checks should take place within 3-6 months of illegal sales to minors
 - Respond to complaints about violations of the Massachusetts Smoke-Free Workplace Law and local regulations; conduct follow-up inspections to ensure compliance

III. Policy Promotion

- Promote and support the development of comprehensive tobacco sales regulations
- Promote and support the development of regulations that reduce exposure to secondhand smoke and vapor
- Use surveillance data to support the promotion of evidence-based tobacco regulations
- Provide assistance to local boards of health, zoning boards, city councils, and other municipal boards to promote and enact evidence-based public health policies
- Provide retailers with routine education on local and state tobacco policies to aide them in compliance

IV. Administer Municipal Tobacco Program

- Collaborate with other MTCP and MDPH-funded programs to strengthen efforts
- As available, participate in statewide and local coalitions that have shared public health goals
- Coordinate at least 1 annual meeting with all of the program's health agent(s)/director(s) to discuss program progress and strategies
- Create communication channels that ensure that the tobacco program staff will receive routine notification from municipality(-ies) on new permits and enforcement progress
- Maintain regular program communications within the municipality and with all other municipalities involved in the application

Consistent with the original RFR, additional components or expanded components may be added when more funds are available. Interventions for related issues such as chronic disease, wellness, gambling, drug paraphernalia, or substance use may be integrated into programs if funds are available. Additional options under components may be proposed if funds are available and if approval is attained by MTCP.

STAFFING & ALLOWABLE COSTS

STAFFING

Each program will have a Program Coordinator/Director (preferably a minimum of 0.5 FTE) who is responsible for grant deliverables, being MTCP's point of contact for the grant, attending required meetings and trainings, coordinating policy initiatives, and must have a role and presence within the retail environment. The Coordinator/Director must be available to work irregular hours that may include evenings and weekends. Likewise, the applicant must be able to accommodate a varying work schedule for personnel. Depending on the size of the program, additional staff or consultants may be funded to work on grant enforcement activities. Supervisor and administrative time is limited to 0.1 FTE. Any new staff under this program, including youth inspectors, must be trained by MTCP or using MTCP protocols before conducting

ALLOWABLE COSTS

Grant funds can be used for staff salaries, benefits, payroll taxes, facilities, travel, program supplies, enforcement supplies, and related expenses. The lead applicant may charge up to 15%

to the grant for administrative costs. Programs are required to utilize MTCP communication materials and tools. Without prior written approval, MTCP funds cannot be used for equipment, paid media, development of materials or promotional items, or translation of materials.

ADMINISTRATIVE REQUIREMENTS:

- Submit an annual work plan and quarterly reporting and invoicing to MDPH using MTCP approved format
- Participate in all MTCP data collection and evaluation activities as requested using required protocols and reporting systems
- Site visits or requests for a field ride-along for inspections or compliance checks may be conducted as needed or as scheduled
- Staff must participate in all required training programs, meetings, and webinars; staff, youth inspectors, and contractors conducting enforcement activities such as retail inspections, retailer education, surveillance, or compliance checks must be trained by MTCP prior to conducting enforcement
- MTCP funds may not be used for lobbying purposes
- Have access to a telephone, mobile device (such as a tablet or smart phone) and a computer including e-mail, internet access, Microsoft Word, and Excel
- Receive approval from MDPH prior to the publication or dissemination of reports, white papers, manuals, and other technical documents produced with MDPH funds
- Programs may not accept funds from the tobacco industry
- Comply with the requirements of the Americans with Disabilities Act regarding access to program services
- Be a smoke-free work environment

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: County Of Barnstable
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979
CONTRACT #: INTF2903P01190128223

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:
CONTRACT #:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Program Budget & Request For Budget Revision

BOH (City / Town / Lead Community) County of Barnstable		Program Name Tobacco Control Program		
Vendor Code VC6000194979	Fiscal Year FY19	Service Contract Number INTF2930P01190128223	MTCP ID#	Today's Date 9/6/2018

Note: Please complete this entire form, including all line items.

Program Component	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
2. Other Direct Care/Program				
Enforcement agent/youth buyer	\$ -	\$ -	\$ 1,252.65	113.88 hours @ \$11/hour
Travel	\$ -	\$ -	\$ 6,500.00	
Phone	\$ -	\$ -	\$ 900.00	9 months for phones + tablets
Program Support	\$ -	\$ -	\$ 575.00	
	\$ -	\$ -		
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	
2. Total Other Direct/Program	\$ -	\$ -	\$ 9,227.65	
Occupancy				
Program Facility	\$ -	\$ -	\$ -	
Facility Operations, Maint. and Furn.			\$ -	
3. TOTAL OCCUPANCY	\$ -	\$ -	\$ -	
SUB TOTAL: 1 + 2 + 3	\$ -	\$ -	\$ 82,350.00	
Administrative Support				
Applicable Policy Cap				
4. AGENCY ADMIN. SUPPORT	\$ -	\$ -	\$ 9,150.00	
5. CAPITAL BUDGET (Attach Schedule)		\$ -	\$ -	
TOTAL 1+2+3+4+5	\$ -	\$ -	\$ 91,500.00	

FOR DPH USE ONLY Reviewed by:	FOR DPH USE ONLY Comments:	FOR DPH USE ONLY	FOR DPH USE ONLY
Approved by:			
Date:			

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Superior Courthouse Building on the third day of October, A.D. 2018, motion by Commissioner Beaty to authorize the execution of a contract for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, in the amount of \$91,500.00, for the period of October 1, 2018 through June 30, 2019, to support the Tobacco Cessation and Prevention Program, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Leo G. Cakounes, Chair: Y

Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, October **3**, 2018



Janice O'Connell
Barnstable County Regional Clerk

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

May 21, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Notice of Bid Award - #7906 Lease of Office Space Cooperative Extension

Barnstable County issued an Invitation for Bid from qualified vendors to lease 5,000 square feet of space for the Barnstable County Cape Cod Cooperative Extension for a period of 1-2 years beginning July 1, 2020.

One response was received from Turtle Rock LLC who proposed a property located at 212 Mid Tech Drive, Yarmouth. Cooperative Extension has evaluated the bids and visited the space and determined it meets their needs as outlined in the bid specifications. The rent for year 1 will be \$58,740 and should an additional year be needed it will increase by 5% for year 2.

Please vote to award Bid #7906 to Turtle Rock LLC as the most responsible responsive bidder offering the lowest price.

Thank you.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-seventh day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the award of a contract to Turtle Rock LLC to lease five-thousand (5,000) square feet of space for the Barnstable County Cape Cod Cooperative Extension for a rent of \$58,740, for a period from July 1, 2020 through June 30, 2021 with the option of an additional year with a five (5) percent increase in rent, 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 27, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

Turtle Rock_{LLC}

May 1, 2020

Superior Court House
Office of the County Commissioners, Purchasing Department
3195 Main Street
PO Box 427
Barnstable, MA 02630

Attn: Jennifer L.V. Frates, MPP, MCPPO
Chief Procurement Officer

Re: Lease of Space - Cape Cod Cooperative Extension, RFP #7906
Proposal Submission Deadline: May 15, 2020

Attached please find a copy of our Lease Proposal for the Cape Cod Cooperative Extension.

The Building is located at 212 Mid Tech Drive, Yarmouth, MA and is currently occupied by the Cape Cod Five Bank Administrative offices. They are in the process of moving to their new location and anticipate to be leaving this space by June 24, 2020, which would allow this space to be available July 1, 2020. If the space is required prior to this date, current tenant has conveyed to us they could remove the remainder of their items prior to the June 24, 2020 date.

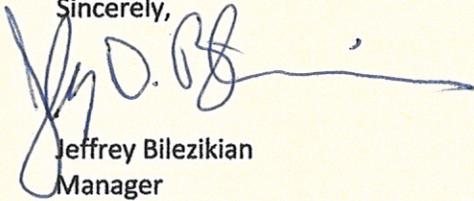
The building has an alarm system in place including intrusion and fire. There is also a 100kw diesel powered generator and private septic system. The extensive exterior space allows for additional on site storage.

There is a Lencore Sound Masking System currently installed in the Building. This will remain. These speakers are placed in some of the open areas to reduce sound and provides additional privacy from nearby conversations.

If there is any additional information you require that is not included in this Proposal, please let us know and we will provide. There is a front entry and rear entry, several private offices, conference room, 3 restrooms, hallways, kitchen/employee break room, and a large open office space at the rear that can be used as cubicle spaces along with 2 additional offices.

Lease of Space - Cape Cod Cooperative Extension, RFP #7906
Proposal Submission Deadline: May 15, 2020

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey Bilezikian', with a long horizontal flourish extending to the right.

Jeffrey Bilezikian
Manager

- Attachments:
- Site Plan
 - 1st Floor Plan
 - 1st Floor HVAC Zones
 - CAT-5 Location Plan
 - Outlet Location Plan
 - Exterior photos of Property (5)

ATTACHMENT A:
Lease Requirements/ Specifications

Preferred Location

Barnstable or Yarmouth, 5-10 miles from the Barnstable County Complex located at 3195 Main Street, Barnstable.

Lease Requirements

Space Requirements:

- ✓ • 5,000 sq. ft. general purpose office space, ADA accessible
- ✓ • Space that will accommodate up to twenty-five (25) permanent staff, including one (1) managerial office and twenty-four (24) workstations.
- ✓ • Private meeting room accommodating six persons, one (1) conference room accommodating up to 30-40 individuals.
- ✓ • On site file and supply storage space.
- ✓ • Climate controlled
- ✓ • Multipurpose work area to accommodate mail center, supplies and a large printer and allow for project production to include printing, cutting, sorting, stapling, assembling, etc.
- ✓ • Parking should be sufficient to provide sixty (60) or more cars remaining on premises for extended hours during the workday. Minimum of three to four Handicap parking spots to abut building.
- ✓ • Kitchen to include sink(s) and countertop prep area as well as room for seating 4-6 people
- ✓ • 3 bathrooms (1-2 ADA compliant)
- ✓ • Minimum of two entrances
- ✓ • Reception area
- ✓ • Generator
- ✓ • Ability to house a dumpster(s) & possible mobile storage unit on site in parking lot
- ✓ • Alarm system

Operating Expenses:

- ✓ • Landlord shall be responsible maintaining exterior of the building and parking area.
- ✓ • Interior maintenance done by tenant.

Hours of Service:

- ✓ • Tenant shall have access to the space seven days per week, after hours and weekends. The normal workday Monday through Friday is 7 a.m. to 5 p.m. Exterior building services provided by the Leaser shall be regulated to provide for appropriate building conditions between such times to include weekends.

Telecommunications Service (Connectivity):

- ✓ • The facility will need to have access to internet service and facilitate desktop computers.

PROPERTY MEETS ALL REQUIREMENTS

ATTACHMENT B

Bid Response Form

The undersigned PROPOSER proposes and agrees that the proposal is based upon the items described in the Request for Proposal documents and that the requirements have been read and understood by the proposer.

Proposer acknowledges addenda numbered 1 - DATED 4/30/20

Building Name (if any): N/A

Building Owner: TURTLE ROCK LLC

Current Tenant CAPE COD 5 BANK ADMINISTRATIVE OFFICES

Address of Proposed Property: 212 MID TECH DRIVE, YARMOUTH MA

Summary of Proposed Rent:

Monthly Rent Payment in first term	\$ <u>4,895.00</u>
Annual Rent Payment in first term	\$ <u>58,740.00</u> (11.00/SF)
Monthly Rent Payment in optional extension INCREASE OF 5%	\$ <u>5,139.75</u>
Annual Rent Payment in optional extension	\$ <u>61,677.00</u> (11.55/SF)

Please describe what utilities and/or services are included in the Monthly Rent cost:

WATER
LANDSLAPING
SNOW REMOVAL
R.E. TAXES
GENERATOR MAINTENANCE
FIRE PROTECTION MAINTENANCE
HVAC MAINTENANCE
SEPTIC SYSTEM MAINTENANCE

NOT INCLUDED: ALARM SYSTEM MONITORING, TRASH REMOVAL (DUMPSTER), RECYCLING
GAS/ELECTRIC: TENANT TO PAY 50% OF MONTHLY COSTS NOT TO EXCEED \$5,000/ANNUALLY

Utilities Estimated Monthly Cost if it is not included in Monthly Rent \$ APPROX \$450 * MAXIMUM EXCLUDING DUMPSTER

Proposer must attach a breakdown of dumpster charges, heat, air conditioning, electricity, sewer, water and any other fees or charges.

Net Usable Area: 5340 S.F. Lease Term: 2 years (as defined in RFP)

Estimate distance from the Proposed Building to the Barnstable County Complex: 5.3 MILES

Number of Available Parking Spaces: 89 including 4 Handicapped Spaces

* DUMPSTER SIZE AND FREQUENCY OF DUMPING NEEDS TO BE DETERMINED PRIOR TO ESTIMATING COSTS.

Does the Proposed Building comply with all current building codes including the Americans with Disabilities Act? PARTIALLY, THERE IS NO ELEVATOR, BUT TENANT WILL BE OCCUPYING 1ST FLOOR.
 Yes No

Building Size: Gross SF 10,680 Usable SF APPROX. 5000 SF.

Year of Construction: 1996 Year of Latest Renovation (if applicable): 2016 & 2018

Number of Floors in Building: 2

Number of Elevators (if applicable): Passenger N/A Freight N/A

Type of Heating System: FORCED HOT AIR Fuel Type: GAS

Type of Air Conditioning: CENTRAL / NATURAL GAS

Type of Wiring for Voice: SEE BELOW # Jacks: _____

Type of Wiring for Data: SEE BELOW # Jacks: _____

Available Electrical Outlets: CAT-5 JACKS LOCATIONS SPECIFIED ON ATTACHED PLAN Δ
OUTLET LOCATIONS SPECIFIED ON ATTACHED PLAN Φ

Describe any special features of the Building, such as lobby, lunch area, etc.

LENORE SOUND MASKING SYSTEM IN PLACE.
LARGE KITCHEN/EMPLOYEE BREAK ROOM
OUTDOOR AREA IN BACK WITH PICNIC TABLE
100 KW DIESEL POWERED GENERATOR
PRIVATE SEPTIC SYSTEM

Single Tenant Multi-Tenant

If multi-tenant building, estimate percentage allocation of existing tenants: N/A

Office _____ R&D _____ Retail _____ Warehouse _____

Residential _____ Vacant _____ Other(specify) _____

Name of Proposer: TURTLE ROCK LLC

Contact (if different): _____

Eligible Proposer as (check one):

Owner Broker Agent Other (specify) _____

Signed:  Print Name: JEFFREY BILEZIKIAN

Proposer's Address: 231 WILLOW STREET, YARMOUTHPORT, MA 02673

Phone: (508) 375-0005 Fax: (508) 375-0303

Email: jbilezikian@turtlerockllc.com Date: 5/1/20

Attachment C

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

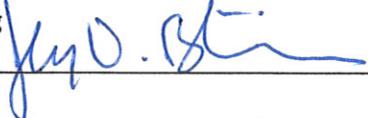
Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: TURTLE ROCK LLC

Address: 231 WILLOW STREET

YARMOUTHPORT, MA 02673

Signature of Individual Signing
Bid, or Corporate Officer: 

Telephone Number: (508) 375-0005

Social Security Number
Or Federal Identification Number: 27-1972193

Date: 5/1/2020

Any person or corporation which fails to execute this document
will be considered a non-responsive Proposer
and will be rejected pursuant to MGL Chapter 30B.

ATTACHMENT D
REFERENCE FORM

Proposer: TURTLE ROCK LLC

Current Tenants of Building Owner

List name, title, address and telephone number of at least three (3) persons who are current tenants of the building owner, preferably at least one (1) of who is a current tenant of the Proposed Building.

Name	Title	Address	Telephone
CAPE COD FIVE	FACILITIES OFFICER	312 MIDTECH DR.	(774) 722-2407
	C.F.O	YARMOUTHPORT, MA	
DISTRICT ATTORNEY'S OFFICE	RELI-ANN MCCABE	3231 MAIN ST.	(508) 362-8113
		BARNSTABLE, MA	
CAPE COD COMMISSION	OPERATIONS DIRECTOR	3225 MAIN ST.	(508) 362-3828
		BARNSTABLE MA	

Leases/Tenancies with Commonwealth of Massachusetts

List all real estate leases or tenancy agreements in effect currently or within the last five years between the owner and the Commonwealth of Massachusetts.

Agency	Address	Telephone
DISTRICT ATTORNEY'S OFFICE	3231 MAIN ST, BARNSTABLE MA	(508) 362-8113

Building Management Firm (if applicable)

Identify the management firm, if any, which has (or will have) a management contract for the Proposed Building. N/A

Institutional Lender(s)

List at least one institutional lender with whom the owner has done business in the prior twelve (12) months, preferably in relation to the Proposed Building.

Agency	Address	Telephone
CAPE COD FIVE BANK	RTE. 132, HYANNIS, MA	(508) 957-2013

(attach additional sheets if necessary)

ATTACHMENT E
DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: 212 MID TECH DRIVE (1ST FLOOR)
YARMSOUTH, MA 02475
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: LEASE
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: CAPE COD COOPERATIVE EXTENSION
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY: JEFFREY BILEZIKIAN
TURTLE ROCK LLC
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):
- | | |
|---------------------------------------------------------|----------------------------------------|
| <input checked="" type="checkbox"/> Lessor/Landlord | <input type="checkbox"/> Lessee/Tenant |
| <input type="checkbox"/> Seller/Grantor | <input type="checkbox"/> Buyer/Grantee |
| <input type="checkbox"/> Other (Please describe): _____ | |

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

JEFFREY BILEZIKIAN

BARNSTABLE COUNTY

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

JEFFREY BILEZIKIAN
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

 5/1/20
AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

JEFFREY BILEZIKIAN, MANAGER
PRINT NAME & TITLE of AUTHORIZED SIGNER

Attachment F

Purchase Order Terms and Conditions

This purchase order issued by the County of Barnstable (hereinafter "County") and the attached description of product/services to be provided and price quote submitted by the supplier/contractor/consultant named in this purchase order (hereinafter "vendor") shall constitute the contract between the County and the vendor. This purchase order, description of product/services and price quote constitute the entire agreement between the parties (hereinafter "contract") and there are no contracts other than those incorporated herein. In the instance of the purchase order resulting from a state contract or intergovernmental collaborative bid, the terms and conditions of that bid and/or contract will apply, and the terms stated herein shall be supplemental to those terms. The contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the County and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the County agrees to pay the contract price in accordance with the terms of this contract.

1. **ACCEPTANCE:** The Contractor, by accepting this contract, agrees to all the conditions and terms specified herein, on attachments hereto, on the reverse hereof, and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the Barnstable County, Purchasing Department, Barnstable, MA 02630. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
2. **SHIP TO:** To ensure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number, departmental name, and delivery address as indicated on this order.
3. **DELIVERY:** Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Notwithstanding the foregoing, Contractor shall not be liable for delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying County of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. **INSPECTION OF GOODS:** The County shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.
5. **SUBSTITUTION OF GOODS:** Goods not conforming with this contract will not be accepted. The County must approve, in writing, any substitution of non-conforming goods prior to shipment.
6. **MATERIAL SAFETY DATA SHEETS:** Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C. 111F s 8,9 and 10 and the regulations contained in 441 OMR s 21.06) that is shipped against this order.
7. **CONTRACTOR'S WARRANTY:** Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
8. **PAYMENT:** All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION line. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the county. Payment shall be made in accordance with M.G.L. C.29, s.29c and 815 CMR 4.00.
9. **DEFAULT:** In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the County rightfully rejects the goods or services or revokes acceptance, the County may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the County, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.
10. If this contract does not agree with Contractor's quotation, contact the County before performance begins. Prior to performance, the County may require additional information from the Contractor in order to ensure that the firm is qualified, and that the product or service offered will meet the need for which it is intended.
11. **FORCE MAJEURE:** The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.
12. **TERMINATION OF CONTRACT:** Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the County shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's best interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.
13. **GOVERNING LAW:** This contract is governed by the laws of the Commonwealth of Massachusetts.
14. **INSURANCE:** If the contract requires the vendor to perform work on County property, no work shall be performed by vendor under this contract on County property unless and until vendor submits a certificate of insurance naming the County of Barnstable as an additional insured in full compliance with the County's insurance policies for liability, property damage and workmen's compensation as applicable. Email certification to Purchasing Division purchasing@barnstablecounty.org. Insurance is to remain current during performance of this contract.
15. **INDEMNIFICATION:** The Vendor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon breach of this contract or negligent or intentional misdeeds or omission of the Vendor, its employees or its agents in providing its service(s) to the County pursuant to the Contract.
16. **TAX EXEMPT:** The County is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates when called upon to do so. The County is also exempt from Massachusetts Sales Tax.
17. **NON-DISCRIMINATION:** The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
18. **STATE TAX - M.G.L. C.62C, s.49A and C. 15 IA, s. 19A:** Each Contractor must certify under penalties of perjury that they' have filed all state returns and paid all state taxes as required under law.

This Purchase Order in its entirety constitutes a written contract with the County of Barnstable pursuant to the provision of Chapter 30B, Subsection (a) as amended by 2013, 38, Section 49 effective July 1, 2013.

The terms of this contract cannot be modified, altered, or changed without the specific written approval of the County.

**ATTACHMENT G
BARNSTABLE COUNTY
LEASE**

ARTICLE I: SUMMARY

1.1 Key Terms

DATE OF LEASE: JULY 1, 2020

LANDLORD: TURTLE ROCK, LLC

LANDLORD'S ADDRESS: 231 WILLOW STREET, YARMOUTHPORT, MA

TENANT: CAPE COD COOPERATIVE EXTENSION

TENANT'S ADDRESS:

USER AGENCY:

BUILDING ADDRESS ("Building"): 212 MID TECH DRIVE, YARMOUTH, MA

TOTAL NET USABLE AREA* OF TENANTS'S SPACE: 5340 sq. ft. (* as described in Section 2.2) of which _____ sq. ft. is OFFICE space, and _____ sq. ft. is STORAGE space.

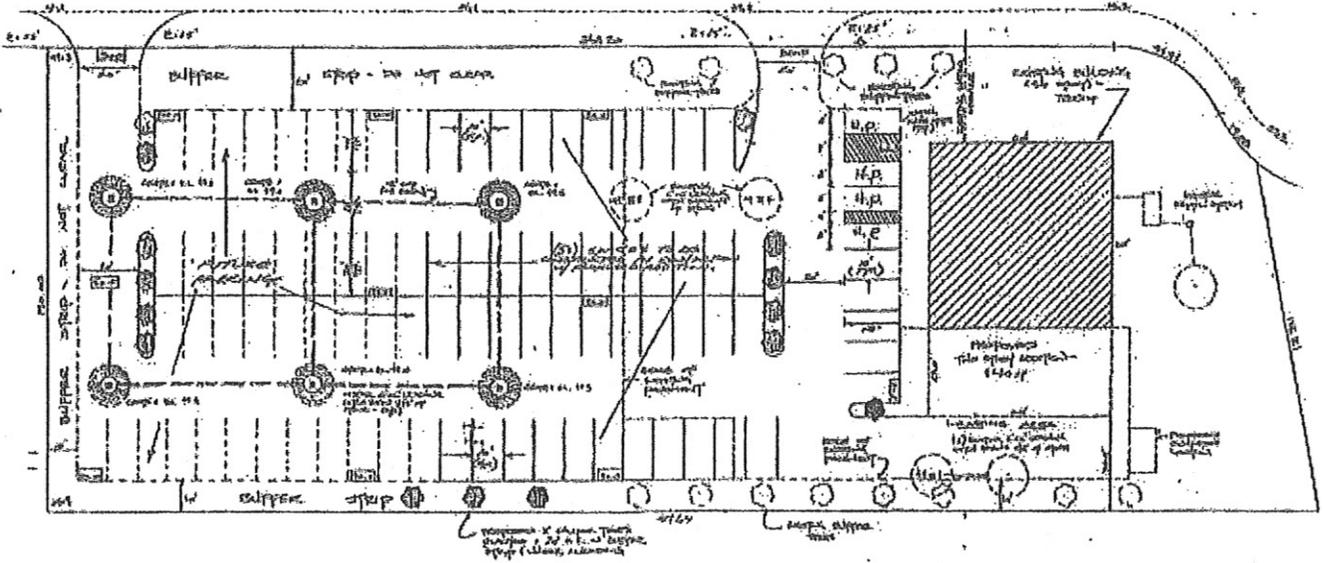
RESERVED PARKING SPACES: 89. As described in Exhibit A.

INITIAL LEASE TERM: 1 YEAR

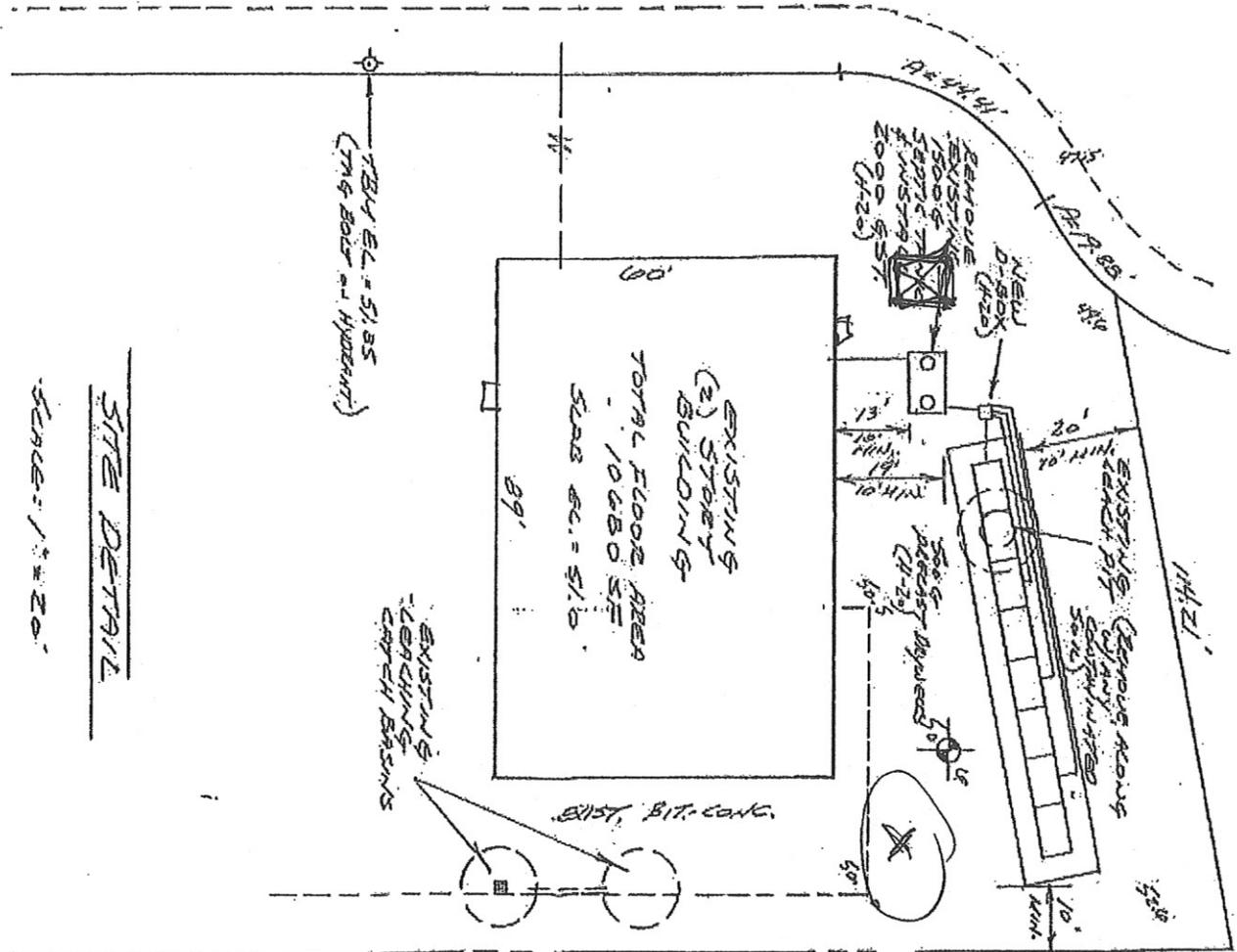
INITIAL LEASE TERM RENEWAL OPTIONS: ADDITIONAL 1 YEAR

TERM	TERM DATES	COST PER SQUARE FOOT	MONTHLY PAYMENT	ANNUAL PAYMENT
<u>1 YEAR</u>	<u>7/1/20 - 6/30/21</u>	<u>11.00/SF ANNUAL</u>	<u>\$4,895.⁰⁰</u>	<u>\$58,740.⁰⁰</u>
<u>ADDITIONAL YEAR</u>	<u>7/1/21 - 6/30/22</u>	<u>11.55/SF ANNUAL</u>	<u>\$5,139.⁷⁵</u>	<u>\$61,677.⁰⁰</u>

MID - TECH (old plan) DRIVE



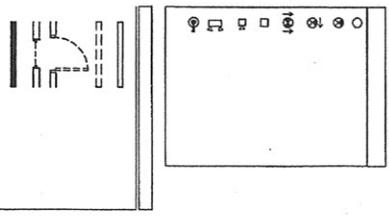
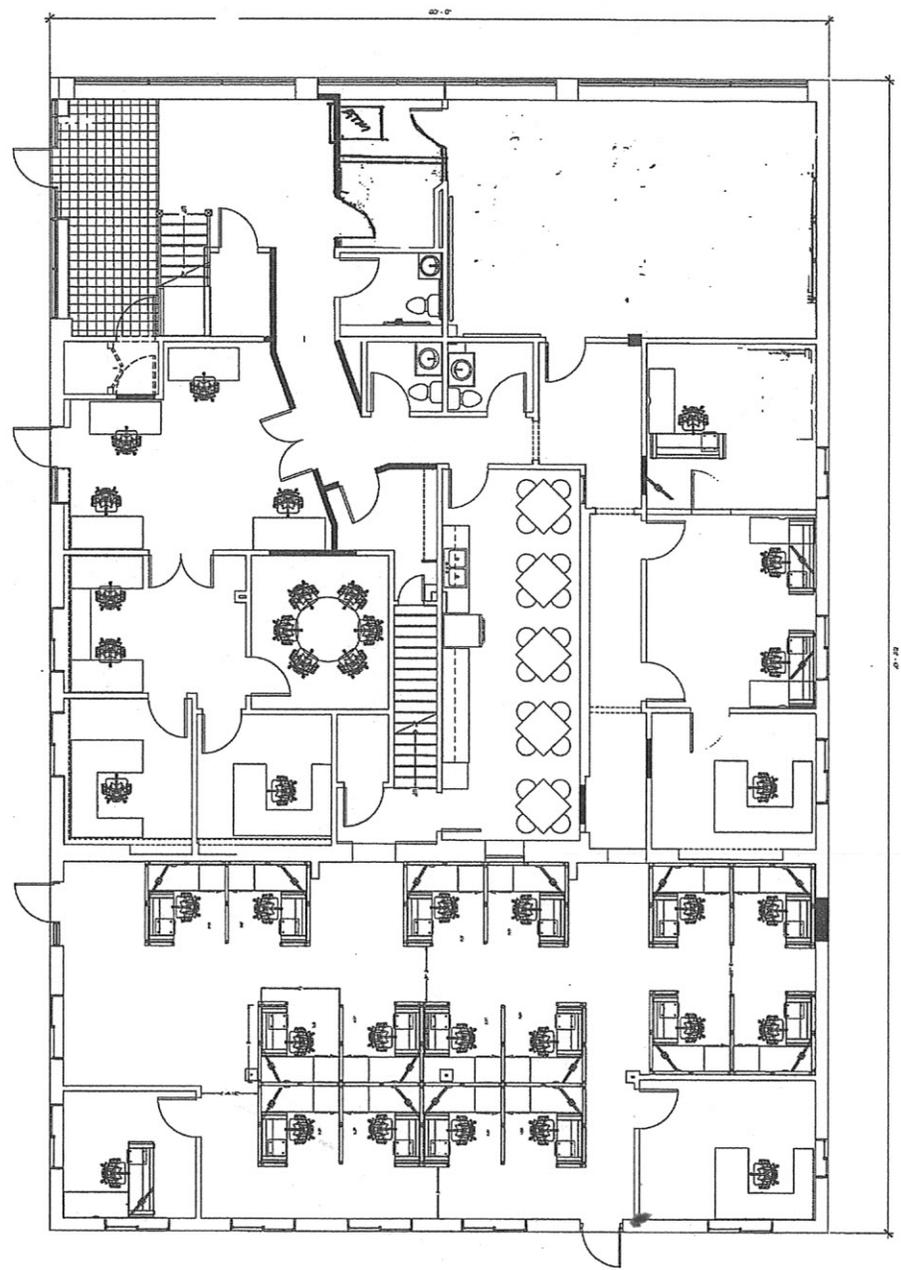
MID TECH DRIVE



SCALE: 1" = 20'

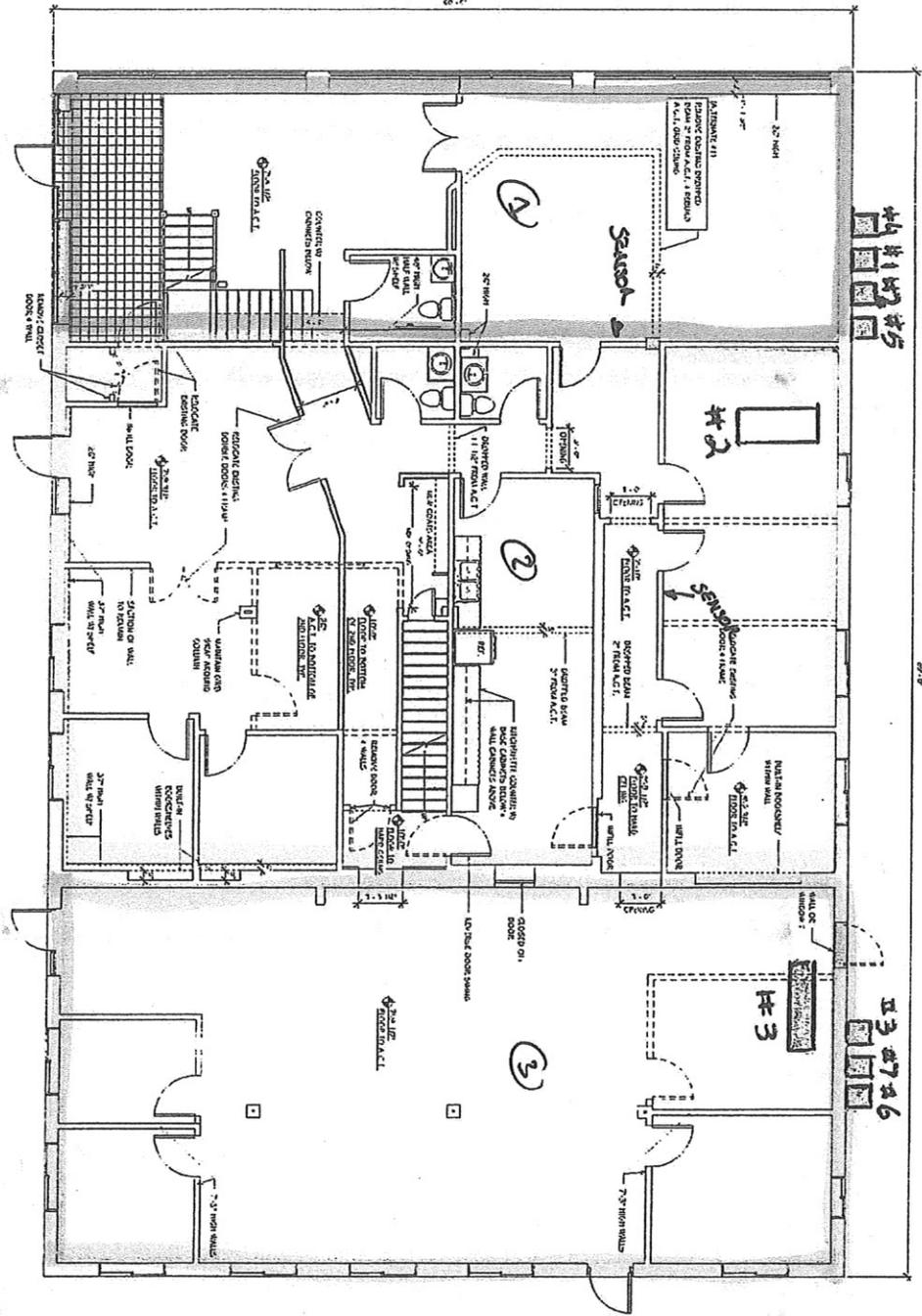
SITE DETAIL

① DEMO / PROPOSED FIRST FLOOR
1/4" = 1'-0"



STAMP:	<p>203 WILLOW STREET, SUITE A SALEM, MASSACHUSETTS, MA 01970 FAX 508-362-3628</p>	<p>CAPE COD FIVE MID TECH DRIVE OFFICES DRIVE YARMOUTH, MA</p>	<p>TITLE DEMO/ PROPOSED FIRST FLOOR PLAN 1/4" = 1'-0"</p>
		<p>ISSUED: 01.24.2006</p> <p>REVISIONS:</p>	<p>DESIGNER: HC</p> <p>PROJECT #:</p> <p>DRAWING NO.: A1.1</p>

1 DEMO PROPOSED FIRST FLOOR PLAN



CONVENTIONS	
	2x4 WALL
	2x6 WALL
	2x8 WALL
	2x10 WALL
	2x12 WALL
	2x14 WALL
	2x16 WALL
	2x18 WALL
	2x20 WALL
	2x22 WALL
	2x24 WALL
	2x26 WALL
	2x28 WALL
	2x30 WALL
	2x32 WALL
	2x34 WALL
	2x36 WALL
	2x38 WALL
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	2x74 WALL
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	2x78 WALL
	2x80 WALL
	2x82 WALL
	2x84 WALL
	2x86 WALL
	2x88 WALL
	2x90 WALL
	2x92 WALL
	2x94 WALL
	2x96 WALL
	2x98 WALL
	2x100 WALL

CONDENSER #7
 NOT IN USE

SHEET: 1/4" = 1'-0" DATE: 12.23.2015 DRAWING NO.: A1.1	TITLE: DEMO/ PROPOSED FIRST FLOOR PLAN	PROJECT #: ADDRESS: 212 MID TECH DRIVE YARMOUTH, MA	ARCHITECT: BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC. 210 BROWN STREET, SUITE 200 YARMOUTH, MA 01986 TEL: 508-845-1111 FAX: 508-845-1112	SHEET NO.:
				TOTAL SHEETS:

525 IN CEILING

137A IN CEILING
136B

556

558

135A
134B

132A
131B

131A
130B

130A
129B

557

559

137A
136B

57A/B

112

557

526

527

561 IN CEILING

528

16A
21-B

48" HIGH
HALF WALL
W/ SHELF

WALL
765A

CATV
3

560

144A
143B

154A
153B

COAX
2

142A
141B

146A
145B

140A
139B

139A
138B

Core
TO
SOUTH

152

149A
148B

147A
146B

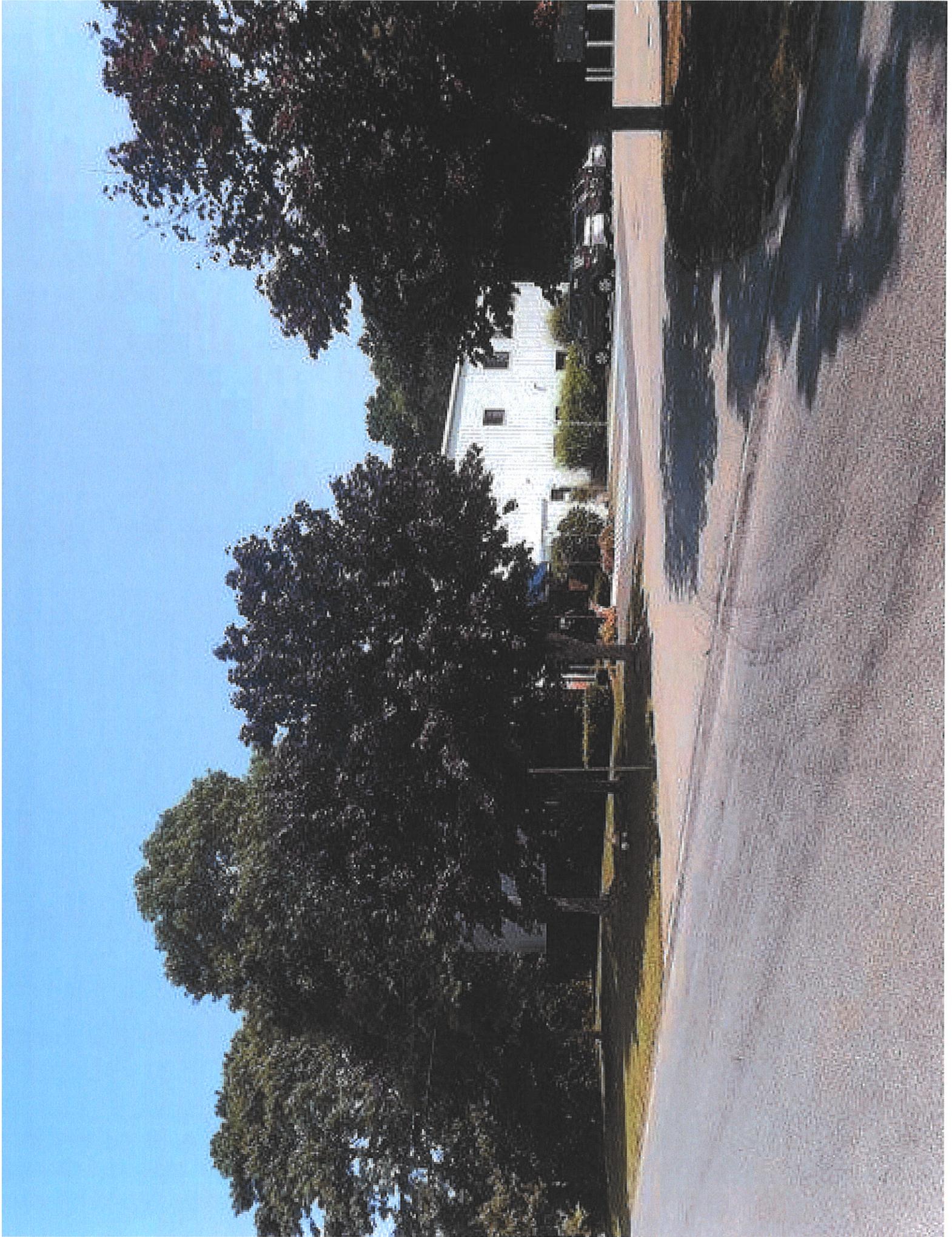
148A
147B

145A
144B

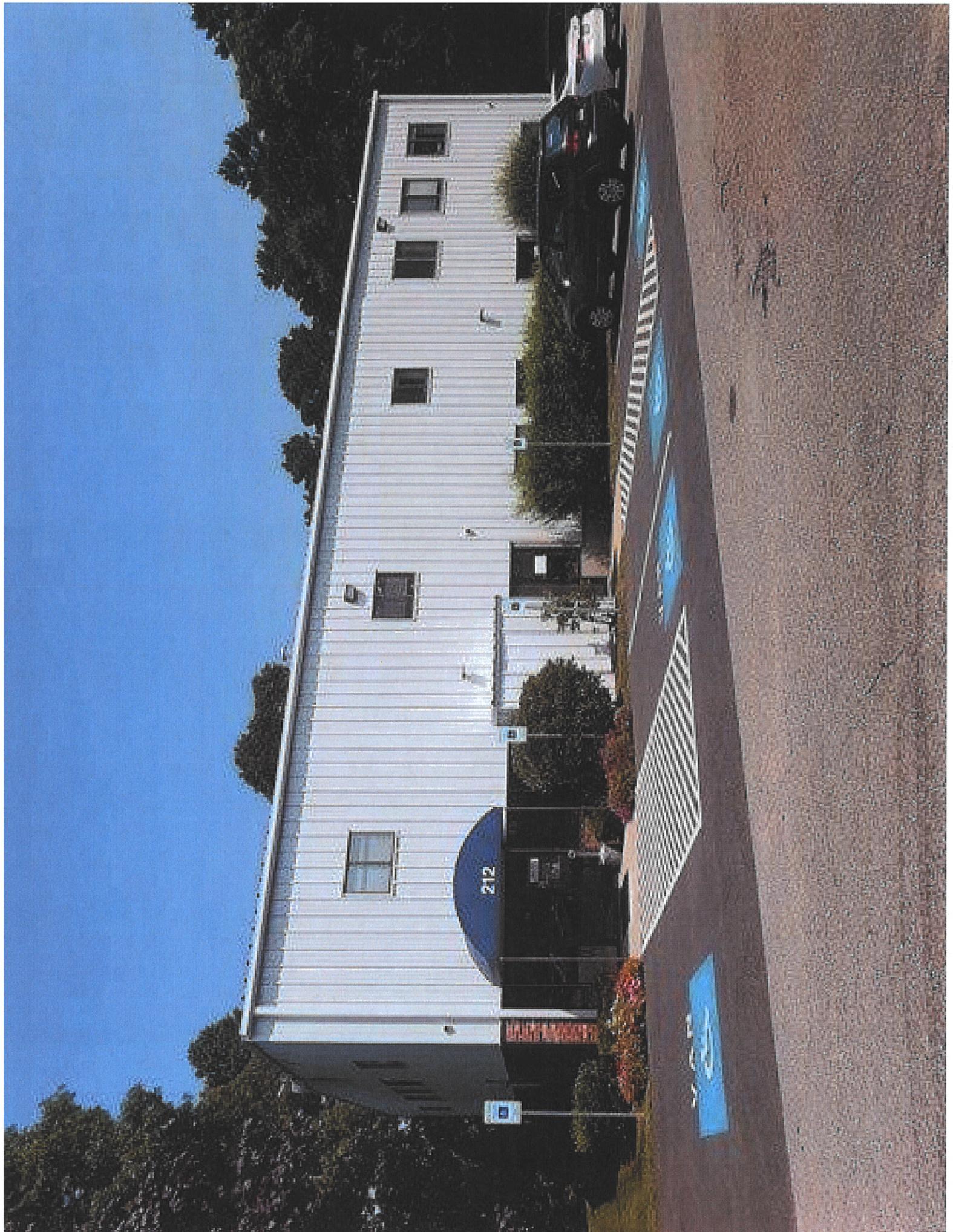
566

567-A
COILED IN CEILING
TERMINATED

1 DEMO / PROPOSED FIRST FLOOR PLAN
1/4" = 1'-0"







212

WALKWAY







Contract # 240-19-7877
ATTACHMENT A - Amendment 1

This amendment number 1 (“the Amendment”) made this 27th day of May 2020 by Barnstable County (the “County”) and Avenu Holdings Co. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on May 28, 2019 (the “Contract”).

Whereas, the parties wish to exercise an option to renew the contract for an additional year 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:

1. Extend contract end date to June 30, 2021.

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:

DocuSigned by:

Ronald Bergstrom

B47187903E8A4F6...

Ronald Bergstrom

FOR THE CONTRACTOR:

DocuSigned by:

Mike Melka

77CAEA0D7825414...

Name:

6/5/2020

Date

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

May 21, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Contract Renewal - #7877 Index Verification

The County issued an Invitation for Bid **#7877 Index Monitoring**, Online Correction, Microfilm, Book Printing for the Barnstable County Registry of Deeds in April 2019. The bid was awarded to Avenu Holdings Co. The original term of the contract was from July 1, 2019 through June 30, 2020 with the option to renew for two additional one-year periods.

Please vote to renew the contract with Avenu Holdings Co. for one additional year under the same terms and conditions of the original bid. The term of the contract will be July 1, 2020 through June 30, 2021.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-seventh day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the renewal of a contract with Avenu Holdings Co., executed May 08, 2019, for Index Monitoring, Online Correction, Microfilm, and Book Printing for the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods, for one (1) additional year under the same terms and conditions, for a period through June 30, 2021, 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 27, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Conduent Enterprise Solutions, an Avenu Holdings Company
5860 Trinity Center Parkway
Suite 120
Centreville, VA 20120

THIS AGREEMENT is made this 8TH day of MAY 2019 by and between Conduent Enterprise Solutions, an Avenu Holdings Company (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Index Verification, Online Correction, Microfilm, Book Printing & Binding for the Barnstable County Registry of Deeds for the period of July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods.

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide Index Verification, Online Correction, Microfilm, Book Printing & Binding for the Barnstable County Registry of Deeds for the period of July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods as Described in the Scope of Services attached as Appendix A.

3. Time of Performance. July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods.

4. Payment: As shown in the bidders' cost proposal attached as Appendix A:
1.24 per instrument
.67 per instrument auditing, verifying and online corrections only
.08 per instrument microfilming \$1.24 per instrument for auditing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Headings, Interpretation and Severability. The headings used herein are for reference and

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

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 8th day of MAY in the year two thousand and Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald B. ...

Mary Pat ...

Ronald B. ...

5/8/2019
Date

FOR THE CONTRACTOR:

5/28/2019
Date

Contract # 240-19-7878
ATTACHMENT D - Amendment 1

This amendment number 1 (“the Amendment”) made this 27th day of May 2020 by Barnstable County (the “County”) and Browntech Inc. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on May 14, 2019 (the “Contract”).

Whereas, the parties wish to exercise an option to renew the contract for an additional year 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:

1. Extend contract end date to June 30, 2021.

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:

DocuSigned by:

Ronald Bergstrom

B47187903E8A4F6...

Ronald Bergstrom

FOR THE CONTRACTOR:

DocuSigned by:

Clifton Brown

63EF7AE7CF4D4A6...

Name:

6/2/2020

Date

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

May 21, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Contract Renewal - #7878 Computer Programming

The County issued an Invitation for Bid **#7878 Computer Programming** and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery for the Barnstable County Registry of Deeds in April 2019. The bid was awarded to Browntech Inc. The original term of the contract was from July 1, 2019 through June 30, 2020 with the option to renew for two additional one-year periods.

Please vote to renew the contract with Browntech Inc. for one additional year under the same terms and conditions of the original bid. The term of the contract will be July 1, 2020 through June 30, 2021.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-seventh day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the renewal of a contract with Browntech Inc., executed May 14, 2019, for Computer Programming and Maintenance Services, eFiling Support, and Online Streaming Backup/Disaster Recovery for the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods, for one (1) additional year under the same terms and conditions, for a period through June 30, 2021, 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 27, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Browntech, Inc.
PO Box 278
Norwood, MA 02062

THIS AGREEMENT is made this _____ day of _____ 2019 by and between Browntech, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Computer programming and maintenance services, eFiling support and online streaming backup/disaster recovery to the Barnstable County Registry of Deeds for the period of July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods.

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide Computer programming and maintenance services, eFiling support and online streaming backup/disaster recovery to the Barnstable County Registry of Deeds for the period of July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods.
3. Time of Performance. July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods.
4. Payment – prices as shown on price proposal attached as Appendix A.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation

for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

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

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

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

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

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

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

Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

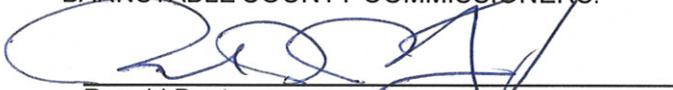
22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Appendix A".

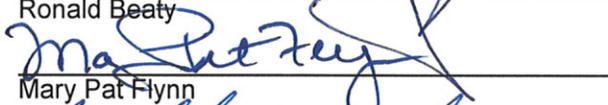
23. Vendors shall submit invoices within 60 days of completing the work.

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:



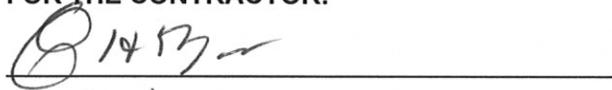
Ronald Beaty


Mary Pat Flynn


Ronald Bergstrom

Date

FOR THE CONTRACTOR:



5/14/19

Date

APPENDIX A

BID - COMPUTER PROGRAMMING – 2019

Submitted by:

Browntech, Inc.
PO Box 278
Norwood, MA 02062
(508) 543-0211

April 29, 2019

ATTACHMENT A

CERTIFICATE of NON-COLLUSION AND TAX
COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

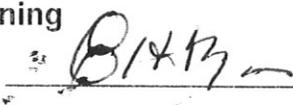
I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Browntech, Inc

Address: PO Box 278

Norwood, MA 02062

Signature of Individual Signing

Bid, or Corporate Officer: 

Telephone Number: (508) 543-0211

Social Security Number

Or Federal Identification Number: 04-3057058

Date: April 29, 2019

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.

ATTACHMENT B – BID FORM

INVITATION FOR BIDS FOR COMPUTER PROGRAMMING AND MAINTENANCE SERVICES, EFILING SUPPORT AND ONLINE STREAMING BACKUP/DISASTER RECOVERY FOR THE BARNSTABLE COUNTY REGISTRY OF DEEDS

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

Bidders will submit a price per hour for work with the Barnstable County Registry of Deeds computer system. Work will consist of service and programming of software for the Registry of Deeds and Land Court on an as needed basis.

Price per hour: (Please see attached document)

Bidders will submit a separate annual price for License & Support for eFile & Queuing System and related programs.

Price per Year: (Please see attached document)

Bidders will submit a separate annual price for online streaming backup of registry computer records (indexes, images, personnel and financial) and disaster recovery services.

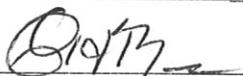
Price per Year: (Please see attached document)

This is to acknowledge my understanding of the bid specifications for the Barnstable County Invitation for Bids for a qualified vendor to provide scanned image conversion to microfilm for the Barnstable County Registry of Deeds.

Company Name: Browntech Inc

Address: PO Box 278

Norwood, MA 02062

Authorized Signature: 

Print Name: Clifton H Brown

Telephone: (508) 543-0211 Fax: (508) 543-9396

Email: chb@browntech.com

ATTACHMENT C – REFERENCE FORM

Bidder: Browntech, Inc

IFB Title: Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds

Bidder must provide references for:

Bidder must submit a complete list of all jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference: Norfolk County Registry of Deeds Contact: William P. O'Donnell
Address: 649 High Street, Dedham, MA 02026 Phone: (781) 461-6116
FAX::

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 2004

Reference: Worcester North Registry of Deeds Contact: Kathleen Reynolds Daigneault
Address: 166 Boulder Drive, Suite 202, Fitchburg, MA 01420 Phone: (978) 342-2132
FAX::

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1992

Reference: Penobscot County Registry of Deeds Contact: Susan Bulay
Address: 97 Hammond Street, Bangor ME 04401 Phone: (207) 942-8797
FAX::

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1999

Attach Additional Sheets if Necessary

BID -COMPUTER PROGRAMMING 2019

April 29, 2019

RESPONSE TO SPECIFICATIONS

Browntech meets or exceeds all requirements with the following notations.

EXCEPTIONS TO SPECIFICATIONS:

Since the Land Indexing application installed at Barnstable is owned by Browntech, and we have an iSeries installed in-house, it is more efficient and cost effective for us to make changes and enhancements at our location, rather than at the Registry. We reserve the right to do so as mutually agreed.

Since the Land Indexing application installed at Barnstable is owned by Browntech, changes and enhancements to the software become the property of Browntech.

RATES:

Browntech agrees to provide the above services on a time and materials basis, using the following rate structure:

	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	July 1, 2021 – June 30, 2022
SENIOR CONSULTANT	\$190/hour	\$195/hour	\$200/hour
SENIOR ANALYST	\$180/hour	\$185/hour	\$190/hour
STAFF ANALYST/PROGRAMMER	\$150/hour	\$154/hour	\$158/hour
JUNIOR PERSONNEL	\$100/hour	\$103/hour	\$106/hour
(per diem expenses as agreed when appropriate)			

RATES:

Annual fees

Basic Application, eFile, Queuing System,

Credit Cards

On-line Backup/Disaster Recovery

\$5,800

\$17,000

\$5,900

\$17,100

\$6,000

\$17,200

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

May 1, 2019

MEMORANDUM

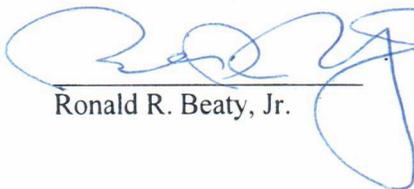
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

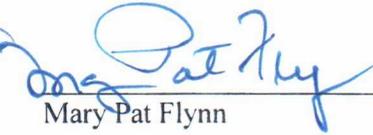
Barnstable County issued an Invitation for Bids for a qualified vendor to provide computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds for the period of July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods. One bid was received from Browntech, Inc.

Please vote to award the contract to Browntech as the sole qualified bidder at the prices listed on the attached price proposal submitted with their bid.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Ronald Berstrom

05/08/19
Date

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, 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 Items 8c through 8o as listed on the Revised Agenda for that meeting, 2nd by Commissioner Flynn, approved 3-0-0

- b. Authorizing the filling of three vacant positions in Facilities Department, due to early retirement – Working Supervisor, Maintenance and Repair Person and Equipment Specialist
- c. Authorizing the execution of documents for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$427233.00, for the annual allocation award for HOME Program Year 2019, for a period from July 1, 2019 through June 30, 2020
- d. Authorizing the execution of documents for the HOME Program project closing for Little Pond Place, in the Town of Falmouth
- e. Authorizing the award of a contract to Avenu Holdings Company; for Index Verification, Online Correction, Microfilm, Book Printing for the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020
- f. Authorizing the award of a contract to, and execution of a contract with, M&M Trucking for the transportation of Municipal Solid Waste (MSW) from Town Transfer Stations, for the Towns of Chatham and Eastham, for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods
- g. Authorizing the award of a contract to Robert Childs, for the disposal of Construction and Demolition Waste from Town Transfer Stations, for the Towns of Chatham and Eastham, for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (3) additional one-year periods
- h. Authorizing the execution of a contract with WB Mason, for the Bulk Supply and Delivery of Copy Paper to schools in Barnstable County and Nantucket, for a one-year period from May 1, 2019 through April 30, 2020
- i. Authorizing the award of a contract to, and execution of a contract with Browntech Inc., to provide computer Programming and Maintenance Services, eFiling Support and Online Streaming

Backup/Disaster Recovery to the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew

- j. Authorizing the award of a contract to, and execution of a contract with, FinePoint Associates LLC, to provide monitoring for Barnstable County HOME Consortium projects, for an amount not to exceed \$22,500.00 annually, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew
- k. Authorizing the award of a contract to, and execution of a contract with, Foth Cleengineering, for assistance to the County Dredge Department, for an amount not to exceed \$49,880.00, for a period through November 8, 2019, with two (2) one-year options to renew
- l. Authorizing the execution of a contract with RJ Gabriel Construction Co, Inc., for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year
- m. Authorizing the execution of a contract with Steelco Chain Link Fence Erecting Co., Inc., for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year
- n. Authorizing the execution of a contract with Premier Fence LLC, for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year
- o. Authorizing the execution of Certificates for Dissolving Septic Betterments

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

Contract # BC-18-7846
ATTACHMENT A - Amendment 1

This amendment number 1 (“the Amendment”) made this 27th day of May 2020 by Barnstable County (the “County”) and Accord Vending, Inc. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on June 13, 2019 (the “Contract”).

Whereas, the Parties wish to exercise an option to renew the contract for an additional year and;

Whereas, the Parties wish to amend certain provisions of the Contract; 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:

1. Extend contract end date to June 30, 2021.
2. Change assignment of the contract of the “Contractor” due to acquisition of Accord Vending Inc. to KBA Enterprises, Inc. DBA Take A Break Vending. Therefore the assignment and transfer of this contract is made to KBA Enterprises, Inc. DPB Take a Break Vending.

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:

DocuSigned by:

Ronald Bergstrom

B47187903E8A4F6

Ronald Bergstrom

FOR THE CONTRACTOR:

DocuSigned by:

Brendan Fitzgerald

2D99F5BE2749450...

Name:

6/2/2020

Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-seventh day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the renewal of a contract with Take a Break Vending Inc., executed June 13, 2018, for food and beverage vending machine services and maintenance, for a period from July 1, 2018 through June 30, 2019 with the option to renew for two (2) additional one-year periods, for one (1) additional year under the same terms and conditions, for a period from July 1, 2020 through June 30, 2021, 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 27, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

May 21, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Contract Renewal - #7846 Vending Machines

The County issued an Invitation for Bids **#7846 Food and Beverage Vending Machine Services and Maintenance** for the Barnstable county Complex, the Barnstable County Second District Courthouse in Orleans, MA and the Fire Training Academy in Barnstable in April 2018. The bid was awarded to Accord Vending, Inc. as the sole bidder with a commission of 12.8% of the profits to be paid to the County. The original term of the contract was from July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods.

Please note the amendment extending the contract will also include a name change as Accord Vending Inc has been acquired by Take a Break Vending Inc.

Please vote to renew the contract for one additional year under the same terms and conditions of the original bid. The term of the contract will be July 1, 2020 through June 30, 2021.

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

March 21, 2019

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

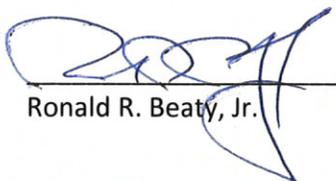
RE: Contract Renewal

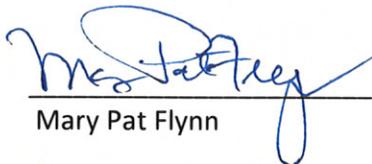
The County issued an Invitation for Bids for food and beverage vending machine services and maintenance for the Barnstable county Complex, the Barnstable County Second District Courthouse in Orleans, MA and the Fire Training Academy in Barnstable in April 2018. The bid was awarded to Accord Vending, Inc. as the sole bidder with a commission of 12.8% of the profits to be paid to the County. The original term of the contract was from July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods.

Please vote to renew the contract with Accord Vending, Inc. for one additional year under the same terms and conditions of the original bid. The term of the contract will be July 1, 2019 through June 30, 2020.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Ronald Bergstrom

03/27/19
Date

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Accord Vending, Inc.
14 Roberts Road, #4
Plymouth, MA 02360

THIS AGREEMENT is made this 13th day of June 2018 by and between Accord Vending Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for food and beverage vending machine services and maintenance for the Barnstable County Complex, the Barnstable County Second District Courthouse in Orleans, MA and the Fire Training Academy in Barnstable, MA

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall perform the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated April 18, 2018 and its proposal dated May 10, 2018, incorporated herein by reference.
3. Time of Performance. The term of the contract is July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods at the sole discretion of the County.
4. Payment. The vendor shall pay the County a commission of 12.8% on all vending gross sales.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or

suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

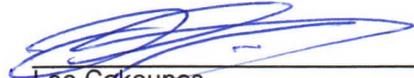
22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids

dated January 3, 2018.

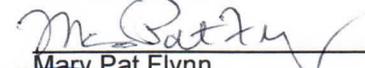
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 13th
day of June in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakounes



Mary Pat Flynn

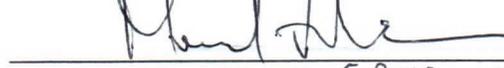


Ron Beaty

06/13/18

Date

FOR THE CONTRACTOR:



MANUEL F. ROSA - OWNER

JUNE 5, 2018

Date



**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: May 22, 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

5/27/2020
Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 05/27/20

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
1355684	1337320 Lot 39 Plan 34903-C Sh 1	215034	X	X	X	X	Christine A. Gould Doris L. Gould	Assessor's Map 142 Parcel 30 15 Trinity Drive South Dennis (Dennis)
1360750	1191570 Lot 5 Plan 31943-B Sh 2	197089	X	X	X	X	Timothy McDonough Theresa McDonough	Assessor's Map 17 Parcel 202 18 Quaker Meetinghouse Road Forestdale (Sandwich)
1372901	1205537 Lot 7 Plan 38284-A Sh 2	198622	X	X	X	X	John L. Schmidt Susan K. Schmidt	Assessor's Map 39.0 Parcel 186 108 Barlows Landing Road Pocasset (Bourne)
1389990	584625 Lot 109 Plan 39567-C Sh 5	130368	X	X	X	X	Sean P. Grady Maryanne D. Grady	Assessor's Map 20 Parcel 156-0 17 Highfield Drive Sandwich
X	X	X	21280	115	9685	311	Luiz L. Avelar Michele Z. Avelar	Assessor's Map 106 Parcel 124 28 Newfield Lane Yarmouth Port (Yarmouth)
X	X	X	24267,	83	7271	252	Richard H. Knight Nancy A. Knight	Assessor's Map 234 Parcel 166-5 130 Cranberry Lane Centerville (Barnstable)
X	X	X	26218	203	9469	70	Thomas A. Pecka Trustee, Bass River Realty Trust u/d/tt dated 11 / 17/94	Assessor's Map 19 Parcel 196 7 Briar Circle South Yarmouth (Yarmouth)

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	27916	161	27900	288	George Eli	Assessors Map 22 Parcel 8F 7 Elm Lane Mashpee
X	X	X	28816	312	23933	129	Zachary G. Hunter	Assessors Map 70 Parcel 18 85 North Main Street South Yarmouth (Yarmouth)
X	X	X	30629	175	26136	336	Joel P. Coffidis Adrienne T. Torrey	Assessors Map 33, Section 17 Parcel 1003A, Lot 066 7 Sailfish Drive East Falmouth (Falmouth)
X	X	X	32617	21	31226	4	Francis X. Connors Brian M. Connors Karen L. Connors	Assessors Map 88 Parcel 1270 21 Captain Chace Road South Yarmouth (Yarmouth)
X	X	X	32151	38	12603	12603 164	John R. Beresteccky Kristen M. Beresteccky	Assessors Map 15.0 Parcel 190 7 Cutters Sound Drive Buzards Bay (Bourne)

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-seventh day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize to authorize the execution of Certificates for Dissolving Septic Betterments, 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 27, 2019

 *Janice O'Connell*
Barnstable County Regional Clerk