

MEETING PACKET
07/08/20 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- No documents

Agenda Item 6a:

- No documents

Agenda Item 6b:

- Information on the Mercy Otis Warren Cape Cod Woman of the Year Award, Accessed July 7, 2020 at <https://www.barnstablecounty.org/affiliated-organizations/mercy-otis-warren-woman-year/>,

Agenda Item 6c:

- Assembly Resolution 20-04, State Executive Branch Limitation and Scope of Power

Agenda Item 6d:

- Ordinance 20-09, To authorize the County to enter into a License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA), on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane for a bicycle path

Agenda Item 8a:

- Subaward agreement for a grant from the United States Department of Agriculture, through the University of Massachusetts, to the Cape Cod Cooperative Extension, in the amount of \$57,300.00, to support staff salaries and benefits, for a period from October 1, 2019 through September 30, 2020

Agenda Item 8b:

- Agreement for a grant from the Massachusetts Children's Alliance to Children's Cove, in the amount of \$78,239.00, for the period of July 1, 2020 through June 30, 2021, to support the salary and fringe benefits for the CSEC (Commercial Sexual Exploitation of Children) Case Manager Position

Agenda Item 8c:

- Amendment to a contract for a grant from the Massachusetts Executive Office of Housing and Economic Development and Seaport Economic Council, in the amount of \$300,000.00, for a Barnstable County Maritime Simulator Project, for a period through June 30, 2020, to extend the period of performance through June 30, 2021

Agenda Item 8d:

Contract for a grant from the Massachusetts Executive Office of Housing and Economic Development and Seaport Economic Council, in the amount of \$300,000.00, for a Barnstable County Maritime Simulator Project, for a period through June 30, 2020, to extend the period of performance through June 30, 2021

Agenda Item 8e:

- Agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, to the County Health and Environment Department, for Public Health Emergency Preparedness (PHEP), in the amount of \$140,471.00, for the period of July 1, 2020 through June 30, 2021

Agenda Item 8f:

- Agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, to the County Health and Environment Department, to support the Cape Cod Medical Reserve Corps (MRC), in the amount of \$13,572.94, for the period of July 1, 2020 through June 30, 2021

Agenda Item 8g:

- Memorandum to Jack Yunits, County Administrator and the Barnstable County Commissioners from Irene Hamman, HOME Program Manager, regarding Subordination of HOME Mortgage, 504 Palmer Avenue, Unit C, Falmouth, MA / Evelyn M. Gomes, dated June 30, 2020
- Subordination of a mortgage by Evelyn M. Gomes to Barnstable County, dated September 27, 2007 and recorded in the Barnstable County Registry of Deeds in Book 22368, Page 276

Agenda Item 8h:

- Memorandum dated July 2, 2020 to the Board of the Regional Commissioners from Community Septic Management Loan Program with the subject Certificates for Dissolving Septic Betterments

AGENDA ITEM 6b

2020 Mercy Otis Warren Cape Cod Woman of the Year Award

HOME | OUR COUNTY | DEPARTMENTS | SERVICES | EMERGENCY PLANNING | BCFTA HISTORY | UPDATES
 AFFILIATED ORGANIZATIONS | PUBLIC RECORDS GUIDELINES | DIRECTIONS | SEARCH BARNSTABLE COUNTY

 ENGLISH



Barnstable County

THE REGIONAL GOVERNMENT OF CAPE COD

MEETING CENTER | FINANCE | PURCHASING | NEWS | EMPLOYMENT | EMPLOYEE ACCESS | ONLINE PAYMENTS

Barnstable County is working for you.

[Home](#) » [Affiliated Organizations](#) » [Mercy Otis Warren Woman of the Year Award | Nominations](#)

Mercy Otis Warren Woman of the Year Award | Nominations

Nomination deadline has been extended to Flag Day, June 14, 2020

Mercy Otis Warren
 CAPE COD WOMAN OF THE YEAR AWARD



2020

Each year, the Mercy Otis Warren 'Cape Cod Woman of the Year Award' is presented to a woman who is a resident of Cape Cod, has demonstrated leadership in the Cape Cod community, and has made significant contributions to one, or more of the following while embracing the ideals of patriotism:

- The arts
- Education
- Business
- Community Involvement
- Volunteerism in a local level

About the Awards Ceremony

The 19th Annual Award will be presented on June 3, 2020 at 7:00 PM at the historic **Olde Barnstable County Court House**, Route 6A, Barnstable in collaboration with [Tales of Cape Cod](#), a non-profit organization whose mission is preserving the history of Cape Cod. Questions? Call Judy Walden Scarafale: 508-362-4467.

Do You Know Someone Who Exemplifies the Virtues of Mercy Otis Warren?

Submit your nomination electronically. The nomination must be received by June 14, 2020

-or-

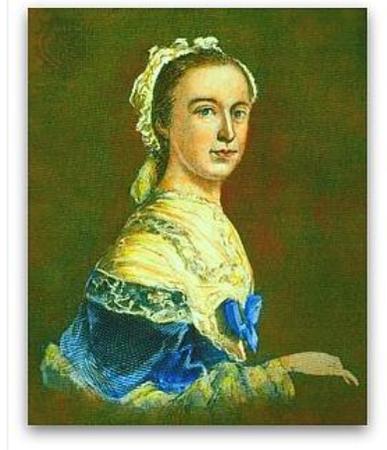
Download and print the nomination form for 2020. The nomination must be received by June 14, 2020

Mercy Otis Warren, born in West Barnstable in 1728, was a playwright, a historian, a pioneer in women's rights, a champion of liberty, an advocate of the Bill of Rights, and a patriot. In an era where it was unusual for women to be educated, much less to emerge as a leader, her advocacy for the cause of patriotism and a central role for women in society was remarkable.

Mercy Otis Warren was born on September 14, 1728, the third of thirteen children and first daughter of Colonel James Otis (1702–1778) and Mary Allyne Otis (1702–1774). The family lived in West Barnstable, Massachusetts. Mary Allyne was a descendant of Mayflower passenger Edward Doty. James Otis, Sr., was a farmer, and attorney, who served as a judge for the Barnstable County Court of Common Pleas. He won election to the Massachusetts House of Representatives in 1745. He was an outspoken opponent and leader against British rule and against the appointed colonial governor, Thomas Hutchinson.

The Otis children were raised in the midst of revolutionary ideals. Although Mercy had no formal education, she studied with the Reverend Jonathan Russell while he tutored her brothers Joseph and James in preparation for College. Unlike most girls of the time who were simply literate, Warren wanted to learn as much as she possibly could. She devoured book after book, learning about history and language. This set her apart from other girls, and most likely paved the way for her to break the traditional gender roles of her time. Her father also had unconventional views of his daughter's education, as he fully supported her endeavors, which was extremely unusual for the 18th century. James Otis attended Harvard College and became a noted patriot and lawyer. What little of his correspondence with Mercy survives suggests that James encouraged Mercy's academic and literary efforts, treating her as an intellectual equal and confidante.

She married James Warren on November 14, 1754, and they settled in Plymouth, where Mercy began the literary and political crusade that led her to become a premier woman of the American Revolution. Her husband was Mercy's greatest supporter. Recognizing that his wife had extraordinary talents, he refused to suppress her endeavors. Mercy went on to write pamphlets and publish plays containing political satire that opposed British officials in New England.



Past Recipients

Posted: February 13, 2020

2002 Marion R. Vuilleumier | 2003 Jean D. Gardner | 2004 Eugenia Fortes | 2005 Felicia R. Penn | 2006 Bonnie M. Snow | 2007 Lynne M. Poyant | 2008 Josephine P. Ives | 2009 Mary L. LeClair | 2010 Gloria W. Rudman | 2011 Susan A. French | 2012 Judy Walden Scarafille | 2013 [...]

Sponsors

Posted: February 13, 2020

The Mercy Otis Warren Cape Cod Woman of the Year Award is supported by: Barnstable County Tales of Cape Cod Cape Cod Writer's Center Women for Historic Preservation Barnstable Village Association West Barnstable Civic Association Cape Cod Times/Barnstable Patriot All donations are gratefully accepted. Make checks payable to: Barnstable County Treasurer / Mercy Otis [...]

Mercy Otis Warren Award | News

Posted: February 13, 2020

March 17, 2020 Mercy Otis Warren Woman of the Year Committee Now Accepting Nominations for 19th Annual Cape Cod Woman of the Year Award
 May 15, 2019 – Mercy Otis Warren Woman of the Year Committee Awards Chatham Resident and Life-long Peace Activist Cape Cod Woman of the Year Award 2019
 May 8, 2019 [...]

Upper Cape

[Bourne](#)
[Sandwich](#)
[Falmouth](#)
[Mashpee](#)

Mid Cape

[Barnstable](#)
[Dennis](#)
[Yarmouth](#)

LowerCape

[Brewster](#)
[Harwich](#)
[Chatham](#)
[Orleans](#)

Outer Cape

[Eastham](#)
[Welfleet](#)
[Truro](#)
[Provincetown](#)

**Barnstable
County**

Mail
PO Box 427
Barnstable, MA 02630

Call
Phone (508) 375-6600
TTY (508) 362-5885

Email
info@barnstablecounty.org

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Webmaster



AGENDA ITEM 6c

Resolution 20-04, State Executive Branch Limitation and Scope of Power

BARNSTABLE COUNTY

In the Year Two Thousand and Twenty

Resolution 20-04

NOW, THEREFORE,

BE IT HEREBY RESOLVED: that the Citizens of Barnstable County have been deprived of property and liberty without the consent either of the legislature or themselves, and without compensation. It is not only our right, but our duty to object and to oppose such actions.

We support all of those most adversely affected by loss of their property and livelihood, including those in the restaurant, hotel, resort, retail and service businesses. We appeal to our state legislative representatives to immediately act to reverse the unfettered power being exercised by the executive branch of our state government, and to limit in the future those powers in scope and duration.

The foregoing Resolution 20-04 was adopted by the Barnstable County Assembly of Delegates, by a roll call vote of 66.47 % voting “YES”, 15.15% voting “NO”, and 18.38 % voting “ABSENT” at the regular virtual meeting held on June 17, 2020.

Attested by:

**Janice O’Connell, Clerk
Assembly of Delegates**

AGENDA ITEM 6d

Ordinance 20-09, To authorize the County to enter into a License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA), on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane for a bicycle path

BARNSTABLE COUNTY
In the Year Two Thousand Nineteen
Ordinance 20-09

To authorize the County to enter into a License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA), on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane for a bicycle path

The Cape Cod Regional Government, known as Barnstable County, hereby ordains;

SECTION 1. Barnstable County is the owner of a certain parcel of real property located at 0 Phinneys Lane in the Town of Barnstable, Massachusetts as designated on Map/Block/Lot 274/016/X03, and whose sale to the County by the Commonwealth of Massachusetts on May 15, 1991 is recorded with the Barnstable County Registry of Deeds in Book 7523, Page 9

SECTION 2. The New England Mountain Bike Association (NEMBA) agrees to design and construct multi-use recreational trails within Barnstable County's Real Estate

SECTION 3. Section 2-8, Exercise of Powers, (d) Acts Required by Ordinance, (vii), of the Barnstable County Home Rule Charter requires that prior to the Board of Regional Commissioners entering into a License Agreement that such a License Agreement must be approved by Ordinance.

SECTION 4. The Barnstable County Assembly of Delegates hereby authorizes the Board of Regional Commissioners to enter into the License Agreement with NEMBA as more fully described in the License Agreement, attached, and considered a part of this ordinance.

Adopted by the Assembly of Delegates on July 1, 2020



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

Ronald Bergstrom, Chairman
Board of Regional Commissioners

MEMORANDUM OF UNDERSTANDING

Between the County of Barnstable and the New England Mountain Bike Association

This Memorandum of Understanding (MOU) made as of this _____ day of _____, 2020 by and between the County of Barnstable, hereinafter referred to as the County, and the New England Mountain Bike Association, hereinafter referred to as NEMBA, a 501(c) 3 non-profit corporation organized under the laws of the State of Massachusetts and having a mailing address at PO Box 2221 Acton, MA 01720-6221.

Whereas, the County has determined that it is in the best interest of the public that a multi-use recreational trail be constructed on County property located adjacent to Route 132/Phinneys Lane/Attucks Lane in the town of Barnstable, and

Whereas, NEMBA has the resources and expertise required to construct multi-use recreational trails.

The County and NEMBA hereby agree as follows:

1. NEMBA agrees to partner with the County to design and construct a multi-use recreational trail within the County property.
2. Prior to construction of said trail, NEMBA shall present the proposed trail layout to and obtain the approval of the County.
3. The trail will be available for use without charge to the general public and shall be used for non-motorized recreational purposes only.
4. NEMBA agrees to partner with the County to construct the trails using donated labor and materials.
5. The County and NEMBA agree to work cooperatively in the resolution of any problems that may arise from use of the trails (erosion, litter, parking, camping, etc.)
6. This MOU shall annually renew unless either party provides written notice of its intent to terminate at least 90 days prior to the annual anniversary date of the MOU.

IN WITNESS WHEREOF, the County and NEMBA have executed this agreement as of the date set forth above.

COUNTY OF BARNSTABLE

Witness

By:_____

Title:_____
Duly Authorized

New England Mountain Bike Association

Witness

By:_____

Title:_____
Duly Authorized



Print this page

Owner Information

Map/Block/Lot: 274 / 016/ X03
Property Address
 0 PHINNEY'S LANE
Village: Barnstable
Town Sewer At Address: No
GIS Zoning Value: SPLIT RF-1;B
Owner Name as of 1/1/19:
 BARNSTABLE COUNTY COMMISSIONERS
 ROUTE 6A

BARNSTABLE, MA. 02630

Co-Owner Name
 SUPERIOR COURT HOUSE

Assessed Values

	Appraised Value	Assessed Value
Building Value	\$ 0	\$ 0
Extra Features	\$ 0	\$ 0
Outbuildings	\$ 0	\$ 0
Land Value	\$ 980,600	\$ 980,600
Totals	\$ 980,600	\$ 980,600

Past Comparisons

2019 - \$ 980,600
 2018 - \$ 980,600
 2017 - \$ 980,600
 2016 - \$ 980,600
 2015 - \$ 980,600
 2014 - \$ 980,600
 2013 - \$ 980,600
 2012 - \$ 1,961,100
 2011 - \$ 650,900
 2010 - \$ 650,900



Tax Information

Barnstable FD Tax (Commercial) \$ 0

Barnstable FD Tax (Residential) \$ 0

Town Tax (Commercial)	\$ 0
Town Tax (Residential)	\$ 0
	\$ 0

Sales History

Owner:	Sale Date	Book/Page:	Sale Price:
BARNSTABLE COUNTY COMMISSIONERS	1991-05-15	7523/ 9	\$0
MASSACHUSETTS, COMMWLTH OF		74/ 201	\$0

Photos



Sketches

A sketch is not available for this parcel.

AsBuilt Card N/A

B2N Barn-any 2nd story area	FPC Open Porch Concrete Floor	REF Reference Only
BAS First Floor, Living Area	FTS Third Story Living Area (Finished)	SOL Solarium
BMT Basement Area (Unfinished)	FUS Second Story Living Area (Finished)	SPE Pool Enclosure
BRN Barn	GAR Garage	TQS Three Quarters Story (Finished)
CAN Canopy	GAZ Gazebo	UAT Attic Area (Unfinished)
CLP Loading Platform	GRN Greenhouse	UHS Half Story (Unfinished)
FAT Attic Area (Finished)	GXT Garage Extension Front	UST Utility Area (Unfinished)
FCP Carport	KEN Kennel	UTQ Three Quarters Story (Unfinished)
FEP Enclosed Porch	MZ1 Mezzanine, Unfinished	UUA Unfinished Utility Attic
FHS Half Story (Finished)	PRG Pergola	UUS Full Upper 2nd Story (Unfinished)
FOP Open or Screened in Porch	PRT Portico	WDK Wood Deck
	PTO Patio	

Construction Details

Land

USE CODE 9910

Lot Size (Acres)	5.03
Appraised Value	\$ 980,600
Assessed Value	\$ 980,600

Construction details are not available for this parcel.

[Outbuildings and Extra Features](#)

There are not any extra building features on record at this time.

AGENDA ITEM 8a

Authorizing the execution of a subaward agreement for a grant from the United States Department of Agriculture, through the University of Massachusetts, to the Cape Cod Cooperative Extension, in the amount of \$57,300.00, to support staff salaries and benefits, for a period from October 1, 2019 through September 30, 2020

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency:

Pass-Through Entity (PTE):

Subrecipient:

PTE PI:

Sub PI:

PTE Federal Award No:

Subaward No:

Project Title:

Subaward Period of Performance (Budget Period):

Start: End:

Amount Funded This Action (USD): \$

Estimated Project Period (if incrementally funded):

Start: End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

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

By an Authorized Official of Pass-through Entity:

By an Authorized Official of Subrecipient:

Name: _____ Date

Name: _____ Date

Title:

Title:

Attachment 1

Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450)

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

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

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

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

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

Audit and Access to Records

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

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

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

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

Use of Name

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

Attachment 2
Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform Guidance are incorporated

Federal Award Issue Date FAIN

CFDA No.

This Subaward Is:

CFDA Title

Research & Development

Subject to FFATA

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

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

Special Terms and Conditions:

Copyrights:

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

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

Data Rights:

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

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and

Promoting Objectivity in Research (COI):

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

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

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

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

Human Subjects Data (Select One)

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

PI Address:

Administrative Address:

Invoice Address:

Attachment 3B
Subrecipient Contacts

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name:

EIN No.:

Institution Type:

DUNS:

Currently registered in SAM.gov: Yes No

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

Parent DUNS:

This section for U.S. Entities: Zip Code [Look-up](#)

Place of Performance Address

Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4 Reporting and Prior Approval Terms
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Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

Monthly technical/progress reports will be submitted to the PTE's _____ within _____ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's _____

Annual technical / progress reports will be submitted within _____ days prior to the end of each budget period to the PTE's _____. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's _____ within _____ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's _____ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's _____ days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's _____ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Subaward Number:

<p style="text-align: center;">Attachment 5 Statement of Work, Cost Sharing, Indirects & Budget</p>

Statement of Work

Below Attached, pages

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

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied %	Cost Sharing
Rate Type:	If Yes, include Amount: \$

Budget Details

Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

Exhibit A: Barnstable County FY2020 Work Statement

I. Responsibilities of University of Massachusetts Amherst Extension

UMass Extension agrees to provide, free of charge, professional and technical assistance, such as the assistance/expertise of UMass Extension Educators, program coordination and educational materials in support of mutually agreed upon programs. Program development and delivery will be the responsibility of Extension staff utilizing mutually agreed upon program planning and reporting processes. UMass Extension agrees to provide professional and technical assistance of UMass Extension Educators, to the extent feasible at no cost to Barnstable County in support of programs.

II. Responsibilities of Barnstable County

1. Maintain educational programs in areas consistent with the mission of UMass Extension, defined by UMass Extension through the annual plan of work submitted to USDA. All programs delivered in Barnstable County will be guided primarily by needs identified by Barnstable County stakeholders and be consistent with broader university stakeholder listening processes. Support necessary to carry out programs, subject to availability, will be provided, including office space, clerical support, travel and materials funds.

2. Collaborate with UMass Extension in the delivery of educational programs consistent with the mission of UMass Extension and Barnstable County Extension. Specific program responsibilities include participation in the following UMass Extension efforts.

4-H Youth Development Program

Project: 4-H Program Delivery and Administration

Manage the 4-H program in Barnstable County

Recruit and support new 4-H volunteers and clubs

Work with community partners to conduct special interest and school enrichment programs

Submit required reports, including, but not limited to

- ES237 youth participation data
- Club and Advisory financial reports.

Support 4-H focus area programs at the county and state levels (currently Science, Education and Technology (SET), Citizenship and Public Speaking)

Follow established 4-H policy and procedures

Collect and process state 4-H enrollment fees

Project: 4-H Military Partnership Project

Support programs for military youth including the establishment of 4-H clubs for youth from military families.

Agriculture & Landscape Programs

Project: Sustainable Landscape Management and Nursery Production

Participate in scouting landscape and writing weekly landscape message for Cape Cod, including weather, landscape and plant phenology

Contribute technical expertise related to nutrient management practices in the landscape for the commercial green industry

(section continues on next page)

Contribute articles to Hort Notes statewide newsletter
Contribute articles to Garden Clippings statewide newsletter
Contribute to the development of the Garden Calendar
Respond to technical queries from landscape industry as needed

Nutrition Education Program

Food Safety

Conduct food safety training for food service providers
Conduct one (1) Serv Safe in-service training program for Nutrition Education Program staff. Lodging costs, if applicable, to be provided by UMass Extension.

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Provide educational programs to reach SNAP eligible audiences and DTA staff serving SNAP eligible audiences

3. Submit annual plans and reports as necessary to document programs and impacts. These specifically include:
 - Federal ES237 (October) Report documenting youth participation in programs, including 4-H, Marine Education and Nutrition
 - 4-H club and Advisory group financial reports per 4-H policy (August 31)
 - SNAP-Ed monthly summary of activities, annual plan (April/May), and annual report (October/November)
4. Furnish to UMass Extension, for use as offset against federal funds, a copy of the projected County Extension budget on or before July 1st, and a copy of actual County Extension expenditures by August 30th of each year. A maximum of \$200,000 may be used annually by the University of Massachusetts for match against federal funds received by UMass Extension.
5. Acknowledge the university conducts (currently bi-annual) Criminal Offender Record Information (CORI) checks of volunteers and personnel involved in Extension youth programming in accordance with Massachusetts General Laws and Criminal History Systems Board protocols.

III. Joint Responsibilities

1. UMass Extension and the Barnstable County Commissioners, agree to collaborate in the development, delivery and evaluation of educational programs in Barnstable County, and promotion activities in support of Barnstable County and UMass Extension, including:
 - The development and operation of programs and program planning procedures.
 - The development of educational program methods and techniques.
 - The development and use of program evaluation and assessment methods.
 - The development and use of organizational visibility and promotion materials to co-brand program and identity materials.
 - The use of the appropriate National Institute for Food and Agriculture/USDA non-discrimination notices on all publications, newsletters, events announcements and e-mails.

(section continues on next page)

- The annual performance review of staff and development of professional improvement plans, provided however, that both parties agree that Barnstable County shall have primary responsibility.
- The development and use of data collection methods to demonstrate equal access to Extension programs by underserved and diverse citizens.

Exhibit B: Barnstable County FY2020 Budget for Subcontract Funds

Key Personnel NAME	ROLE on Project and Amount of Effort dedicated to Project	Budget Category and Dollar Amount
Mike Maguire	Extension Director: 10% FTE Base salary = \$104,026.07	\$10,505.00 salary
	Extension Director fringe benefit rate: 42%	\$ 4,395.00 fringe
Russell Norton	Extension Educator: 37% FTE Base salary = \$80,270.48	\$29,575.00 salary
	Extension Educator fringe benefit rate: 43%	\$12,825.00 fringe
TOTAL DIRECT COSTS		\$57,300.00

**United States Department of Agriculture
National Institute of Food and Agriculture
NOTICE OF AWARD**

1. FAIN/Award Number NI20SLBCXXXG040	2. Amendment Number	3. Period of Performance 10/01/2019 through 09/30/2024	4. Type of Instrument Capacity Grant Agreement
5. Type of Action New	6. Application Number GRANT12933279	7. CFDA Number 10.511	8. REEport Accession Number
9. Authority: 7 USC 341			
10. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		11. Recipient Organization UNIVERSITY OF MASSACHUSETTS OFFICE OF GRANT & CONTRACT ADMINISTRATION OFFICE OF GRANT AND CONTRACT ADMIN. HADLEY, MA 01035-9450	
12. Administrative and Programmatic Points of Contact: For administrative and programmatic point of contact information, please login to the ezFedGrants Portal (https://nfc.usda.gov/FSS/clientservices/ezFedGrants/index.php).		13. Project Director/Performing Organization Jody J Goodell (413) 545-4800 jjellison@cns.umass.edu	
14. Funding:	Federal	Non-Federal	15. Method of Payment - ASAP
Previous Total	\$0.00	\$0.00	20SLBCXXXG040050201
+ or -	\$2,849,846.00	\$0.00	
Total	\$2,849,846.00	\$0.00	
Grand Total	\$2,849,846.00		
16. Descriptive Title of Applicant's Project: FY 20 FORMULA FUND: Cooperative Extension Program, SMITH LEVER			
17. Budget-Party Contributions			
Budget Type	Budgeted Amounts		Awarded Amounts
Total Federal Funds			\$2,849,846.00
Not Specified			\$2,849,846.00
6i. Total Direct Charges(Sum of 6a-6h)			\$2,849,846.00
6a. Personnel			
6b. Fringe Benefits			
6c. Travel			
6d. Equipment			
6e. Supplies			
6f. Contractual			
6g. Construction			
6h. Other			
7. Program Income			
8c. Applicant Funds			
8b. State Funds	\$2,849,846.00		
8d. Other Sources			
8e. Total Non-Federal Funds	\$2,849,846.00		
Total Budget	\$2,849,846.00		\$2,849,846.00

1c. Federal funds carry over		
1d. Matching funds carry over		
1g. Total Carry over		

PROVISIONS

This Award incorporates the following:

NIFA Capacity Award Terms and Conditions at: <https://nifa.usda.gov/terms-and-conditions>

Administrative Guidance for Multistate Extension and Integrated Activities <https://nifa.usda.gov/resource/administrative-guidance-multistate-extension-and-integrated-activities>.

NIFA Federal Assistance Policy Guide at: <https://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>.

Stakeholder Input Regulation (7 CFR 3418).

Prohibition against using funds under grants and cooperative agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>.

This award will reach the statutory time limitation on 09/30/2024, the end date of this award. No-cost extensions of time will not be possible.

100% matching is required in the amount of \$2,849,846.00 for this award. All matching must directly benefit and be specifically identifiable with approved project objectives. The awardee is required to maintain complete, accurate, up-to-date records to support all matching activities under the award. Matching requirements may not be satisfied with Federal funds or with property or services provided under another Federal assistance award.

Federal funding in Block 14 of this NOA represents your institutions FY 2020 allocation amount.

FY 2020 funding for the 1st, 2nd and 3rd quarters is available for release in the amount of \$2,137,385.00. Funding for the 4th quarter will be released later.

Co-Project Director(s):

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further causes unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from the issuance date of the award.

Typed Name	Signature	Date
LINDA CAMBRON	LCAMBRON	05/13/2020

NOA

AWARD REVIEW INFORMATION

Application # GRANT12933279

FAIN/Award # NI20SLBCXXXXG040

FY 20 FORMULA FUND: Cooperative Extension Program, SMITH LEVER

Project Director: Jody J Goodell

Director

UNIVERSITY OF MASSACHUSETTS OFFICE OF GRANT & CONTRACT ADMINIST RATION

319 Stockbridge Hall

Amherst, MA 01003-9242

jjellison@cns.umass.edu

Phone: (413) 545-4800

AR: James Ayres

Research Administration

UNIVERSITY OF MASSACHUSETTS OFFICE OF GRANT & CONTRACT ADMINIST RATION

100 Venture Way

Hadley, MA 01035

jayres@research.umass.edu

Phone: (413) 577-1594

Type of Request: New

Type of Award: New

Award Instrument: Capacity Grant Agreement

Authority: 7 USC 341

Specialist: FREDDIE LOVE

Signing Official: LINDA CAMBRON

ASAP Award Letter

May 13, 2020



James Ayres
100 Venture Way
Hadley, MA 01035

Reference: FAIN/Award Number: NI20SLBCXXXXG040
ASAP Account Number: 20SLBCXXXXG040050201

Dear James Ayres:

The National Institute of Food and Agriculture (NIFA), USDA issued the referenced award for the project entitled "FY 20 FORMULA FUND: Cooperative Extension Program, SMITH LEVER". As noted in the provisions section of the award, the Department of Treasury Automated Standard Application for Payments (ASAP) will be used for disbursement of the award funds.

ASAP is a web based electronic payment and information system developed by the Department Of Treasury, Financial Management Service (FMS) and the Federal Reserve Bank of Richmond. ASAP allows recipient organizations receiving federal funds to draw from accounts preauthorized by federal agencies. ASAP is a role based application in which access is granted based on assigned role of the user. For more information about ASAP visit <http://www.fms.treas.gov/asap/>.

The ASAP defines roles and their general responsibilities are as follows:

- **Point of Contact** : the individual responsible for assigning individuals to the other identified roles.
- **Head of Organization** : the person who has top management responsibilities within the recipient organization who approves the assignment of roles.
- **Authorizing Official** : the person who will be responsible for the organization's profile data and identifying the individuals that will need access to ASAP account information.
- **Financial Official** : the individual responsible for the organization's banking data.
- **Payment Requester** : the person who will be responsible for requesting award funds.
- **Payment Terms** : please allow 30 days from the date of the award or enrollment completion to process payment.

Before award funds can be made available, the enrollment process (see Attachment 1) must be completed for your organization. The Financial Management Division, NIFA will determine whether your organization is enrolled into ASAP. Once this determination is completed your organization will complete step one of the ASAP enrollment process. The point of contact for your organization that has been identified on the Form SF-424 R&R should have received an ASAP user ID and password. If the ASAP access information has not been received, please send an e-mail to ASAPcustomerservice@nifa.usda.gov. For organizations already enrolled in ASAP refer to Attachment 2 concerning how to attach your organization to the NIFA Agency Location Code (ALC).

ASAP has an "ASAP.gov New Features Guide for Payment Requestors", which includes information about logging on the system, general navigation, initial payment request, payment schedules, and other useful information.

Should you need ASAP assistance, contact the FMS Regional Financial Center that is most appropriate.

Regional Financial Center	Time Zone	Phone Number	Business Hours	Mailing Address
Philadelphia	Eastern	(215) 516-8021	7:30 a.m. - 4:00 p.m.	P.O Box 51317 Philadelphia, PA 19115-6317
Kansas City	Central	(816) 414-2100	7:30 a.m. - 4:00 p.m.	P.O Box 12599-0599 Kansas City, MO 64116-0599
San Francisco	Mountain or Pacific	(510) 594-7182	7:30 a.m. - 4:00 p.m.	P.O Box 24700 Oakland, CA 94623-1700

ASAP ENROLLMENT PROCESS (Currently not enrolled in ASAP)

1. Financial Management Division (FMD), NIFA, inputs grantee information obtained from the application submitted to NIFA (e.g., recipient's DUNS number, EIN, and point of contact name and e-mail address).
2. ASAP provides the point of contact (as entered by the FMD) via e-mail a user ID and password.
3. The point of contact (POC) accesses the system using the user ID and password, accepts the POC role, verifies the grantee information already entered, and assigns individuals for the various roles (e.g. Head of Organization, authorizing Official, Financial Official, and Payment Requestor(s)).
4. ASAP provides the Head of Organization via email a user ID and password.
5. Head of Organization accesses the system using the user ID and password and approves the POC assignment of individuals for the various roles.
6. ASAP provides the individuals, approved by the Head of Organization to serve in the applicable role, via e-mail, a user ID and password.
7. The Authorizing and Financial Officials separately access the system and input information associated with their roles (e.g. Authorizing Official identifies other individuals that must have access to the recipient information in the system and the Financial Official includes applicable banking data).
8. ASAP notifies FMD that the enrollment process is completed upon which FMD creates an ASAP account to which award funds will be deposited and from which the recipient may withdraw award funds.

Once a user ID and password have been issued, the applicable individual must perform their assigned task within 45 days of the issuance otherwise the enrollment is cleared from the system and the enrollment process must be restarted.

ASAP ENROLLMENT PROCESS (Already enrolled in ASAP)

1. Financial Management Division (FMD), NIFA, inputs grantee information obtained from the application submitted to NIFA (e.g., recipient's DUNS number, EIN, and point of contact name and e-mail address).
 - a. If the ASAP system indicates that the organization is already enrolled in ASAP and is already attached to the NIFA Agency Locator Code (ALC) (12-40-2200/01), the enrollment process stops and does not need to proceed.
 - b. If the ASAP system indicates that the organization is already enrolled in ASAP but is not already attached to the NIFA Agency Locator Code (ALC) (12-40-2200/01), proceed to the next step.
2. ASAP provides the point of contact (as entered by FMD) via e-mail a notification that the organization Financial Officer (FO) must be notified.
3. The Financial Official separately accesses the system using their previously assigned user ID and password and accesses the banking data screen to click the checkbox that "attaches" the organization to the NIFA ALC.

Attachment 7

FY20 MATCH Speed Type #'s SMITH LEVER
USDA-NIFA-10511-SLBCDXXX-20-0003

Match amount \$2,741,495.00

UNIVERSITY STATE SALARY ACCOUNTS	109801	135037
	135060	135363
	109802	109780
	109809	135040
	109803	135366
	109805	109776
	143347	135041
	143348	140321
	143349	109796
	143350	135409
	122540	135036
	109788	
	135362	

Plymouth County	100,000.00
Barnstable County	60,000.00

AGENDA ITEM 8b

Authorizing the execution of an agreement for a grant from the Massachusetts Children's Alliance to Children's Cove, in the amount of \$78,239.00, for the period of July 1, 2020 through June 30, 2021, to support the salary and fringe benefits for the CSEC (Commercial Sexual Exploitation of Children) Case Manager Position



MASSACHUSETTS CHILDREN'S ALLIANCE

**MACA FY2021 VOCA-funded Statewide Commercial Sexual Exploitation
of Children (CSEC) Service Enhancement Project
Program Support Agreement**

CONTRACTOR LEGAL NAME: County of Barnstable-Children's Cove: The Cape and Islands Child Advocacy Center		MA STATE CHAPTER: Massachusetts Children's Alliance (MACA)	
CONTRACT MANAGER: Stacy Gallagher		CONTRACT MANAGER: Thomas King, Executive Director	
Phone: 508-375-0410 Fax: 508-375-0409 E-mail address: sgallagher@childrenscove.org		Phone: (617) 573 – 9800 Fax: (617) 573 – 9832 E-mail address: tking@machildrensalliance.org	
LEGAL ADDRESS: P.O. Box 427 Barnstable, MA 02630		BUSINESS MAILING ADDRESS: 11 Beacon Street, Suite 321 Boston, MA 02108	
This is a joint agreement between <u>MACA</u> and <u>County of Barnstable – Children's Cove: The Cape and Islands Child Advocacy Center</u> . Award Amount: \$78,239.00			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE:			
<ol style="list-style-type: none"> 1. FUNDING WILL BE UTILIZED AS OUTLINED IN THE MACA FY2021 STATEWIDE CSEC SERVICE ENHANCEMENT PROJECT APPLICATION. 2. FUNDING FOR THE RELATED SERVICES WILL NOT BEGIN UNTIL JULY 1, 2020. 3. ALL FUNDS WILL BE EXPENDED BY JUNE 30, 2021. 4. MONTHLY FISCAL INVOICES WILL BE SUBMITTED TO MACA AS REQUIRED. 5. QUARTERLY VICTIM ASSISTANCE DATA WILL BE SUBMITTED TO MACA AS REQUIRED. 6. ONE SITE VISIT BY MACA STAFF AND/OR MACA BOARD OF DIRECTORS MAY OCCUR DURING GRANT PERIOD. 7. PARTICIPATION BY CONTRACT MANAGER IN GRANT INFORMATIONAL SESSIONS IS REQUIRED. 			
TERMINATION DATE OF THIS AGREEMENT: This Agreement shall terminate on <u>June 30, 2021</u> .			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ (Signature of Contractor's Authorized Signatory)		AUTHORIZING SIGNATURE FOR MACA: X: _____ (Signature of Contractor's Authorized Signatory)	
DATE: _____ (Date must be handwritten at time of signature)		DATE: _____ (Date must be handwritten at time of signature)	
NAME: RONALD BERGSTROM; MARY PAT FLYNN; RONALD BEATY		NAME: THOMAS KING	
TITLE: BARNSTABLE COUNTY COMMISSIONERS		TITLE: EXECUTIVE DIRECTOR	

This project is supported by the Massachusetts Office for Victim Assistance through a Victims of Crime Act of 1984 (VOCA) grant from the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice.



MASSACHUSETTS CHILDREN'S ALLIANCE

FY2021 Statewide CSEC Service Enhancement Project

Application

Eligibility: Applicant is a Children's Advocacy Center holding accredited membership with NCA.

Applicant Information

Name of CAC: County of Barnstable – Children's Cove: The Cape & Islands Child Advocacy Center

CAC Leadership (Name): Stacy Gallagher

CAC Leadership (Title): Director

Telephone: 508-375-0410

Email: sgallagher@childrencove.org

Address: P.O. Box 427 Barnstable, MA 02630

Telephone: 508-375-0410

CAC Type: Free Standing Non-Profit
 Program of a Parent Agency

Parent Agency Name: County of Barnstable

Identified entity to contract / receive funds: County of Barnstable

DUNS Number: 076612407

EIN: 04-6001419

Programmatic Contact Information (if different from Leadership):

Name: _____

Title: _____

Legal Address: _____

Telephone: _____

Email: _____

Fiscal Contact Information:

Name: Elizabeth Braccia

Title: County of Barnstable Director of Finance

Legal Address: P.O. Box 427 Barnstable, MA 02630

Telephone: 508-375-6915

Email: elizabeth.braccia@barnstablecounty.org

Authorized Signatory :

Signature:

Ronald Bergstrom; Mary Pat Flynn; Ronald Beaty

Title: Barnstable County Commissioners

Date: _____

AGENDA ITEM 8c

Authorizing the execution of an agreement for the allocation of Program Year 2020 grant funds, from the United States Department of Housing and Urban Development (HUD), for the County's HOME Investment Partnership Program, in the amount of \$462,217.00 for a period from July 1, 2020 through June 30, 2021



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

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

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, County Administrator / County Commissioners
CC Beth Albert
From: Renie Hamman, HOME Program Manager *Rh*
RE: Barnstable County HOME Program
HUD 2020 Grant Agreement
Date: June 30, 2020

I am pleased to inform you that HUD has reviewed and approved the Barnstable County HOME Consortium's Five-Year 2020-2024 Consolidated Plan and 2020 Annual Action Plan. The HUD allocation for Program Year 2020 is \$462,217. HUD has provided a Funding Approval and HOME Investment Partnerships Agreement (the "Grant Agreement") docu-signed by Director Robert D. Shumeyko and request the County's execution of same.

Attached, please find the Grant Agreement to be signed and executed by the Chair of the County Commissioners. To execute the Grant Agreement:

Box 16: Print Name and Title

Box 17: Sign

Box 18: Date

Please let me know if you have any questions.

Thank you,
Renie Hamman, HOME Program Manager

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

1. Participant Name and Address County Of Barnstable Department Of Finance Superior Courthouse Barnstable, MA 02630-	2. Grant Number M20-DC250217 3a Tax Identification Number 046001419 3b. Unique Entity Identifier (formerly DUNS) 076612407 4. Appropriation Number 860/30205 5. FY (yyyy) 2020	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00
a. Formula Funds		\$462,217
b. Community Housing Development Org. (CHDO) Competitive		
7. Current Transaction (+ or -)		\$462,217
a. Formula Funds		\$462,217
1. CHDO (For deobligations only)		\$
2. Non- CHDO (For deobligations only)		\$
b. CHDO Competitive Reallocation or Deobligation		\$
8. Revised Obligation		\$
a. Formula Funds		\$
b. CHDO Competitive Reallocation		\$
9. Special Conditions (check applicable box) <input type="checkbox"/> X Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (HUD Official's Date of Signature) (06/30/2020)
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/01/2028

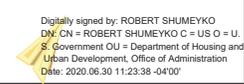
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
—	—%	
—	—%	
—	—%	
—	—%	

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

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

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

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

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature ROBERT SHUMEYKO 	15. Date 06/30/2020
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature x	18. Date / /

19. Check one:
 IX Initial Agreement Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2020	860/30205	HMF (H)	\$458,571
2019	869/20205	HMF (G)	\$ 668
2018	868/10205	HMF (F)	\$2,978

AGENDA ITEM 8d

Authorizing the execution of an amendment to a contract for a grant from the Massachusetts Executive Office of Housing and Economic Development and Seaport Economic Council, in the amount of \$300,000.00, for a Barnstable County Maritime Simulator Project, for a period through June 30, 2020, to extend the period of performance through June 30, 2021

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: Barnstable County (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): 3195 Main Street, Barnstable MA 02630		Business Mailing Address: 1 Ashburton Place, Room 2101, Boston, MA 02128	
Contract Manager: Phil Burt	Phone: 508-375-6902	Billing Address (if different): same as	
E-Mail: pburt@barnstablecounty.org	Fax:	Contract Manager: Robin Pezzone	Phone: 617-788-3627
Contractor Vendor Code: VC6000194979		E-Mail: rpezzone@mass.gov	Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: Award Round 2018	
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><u> </u> Statewide Contract (OSD or an OSD-designated Department)</p> <p><u> </u> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><u> </u> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><u> </u> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><u> </u> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><u> </u> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><u> x </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: <u> June 30 </u>, 2020<u> </u>.</p> <p>Enter Amendment Amount: \$ <u> no change </u>. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><u> x </u> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><u> </u> Contract Employee (Attach any updates to scope or budget)</p> <p><u> </u> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>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): <u> x </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>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.</p> <p><u> </u> 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.)</p> <p><u> x </u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u> 300,000 </u>.</p>			
<p>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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> x </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>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.) Seaport Economic Council grant funding for the Barnstable County Maritime Simulator project. An amendment for additional time is necessary due to COVID-19 delays.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><u> x </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><u> </u> 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.</p> <p><u> </u> 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u> June 30 </u>, 2021<u> </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.</p>			
<p>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.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	



Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING & ECONOMIC DEVELOPMENT
 One Ashburton Place, Room 2101, Boston, MA 02108

SEAPORT ECONOMIC COUNCIL

Contract Amendment Request Form

This form must be completed, signed, and submitted in order to request an amendment to a grant contract. Grantees may be required to attend a meeting at EOHD to further discuss project status and/or provide a letter from the municipal CEO or other authorized signatory confirming the reason and authorization for this request. NOTE: **Submission of form does not constitute EOHD approval of the changes.**

Grantee/Project Information			
Grantee Name:	County of Barnstable	Request Date:	6-3-2020
Project Name:	Barnstable County Maritime Simulator Project	Preparer Name:	Julie Ferguson
Current Contract ID:	CT EED 19 Barnstable Simulator	Preparer Tel.#	508 375-6879
Current Expiry Date:	6-30-2020		

Select the reason(s) for this amendment request: (check all that apply)

- Revise drawdown schedule to increase current year allocations (accelerate spending).
- Revise drawdown schedule to reduce current year and increase next year(s), within same expiry date.
- Major construction timeline delays that entail revision of drawdown schedule and extension of contract expiry date.
- Budget line item changes that exceed 25% of total award and may result in major project scope change.

Provide a detailed explanation for why this amendment is needed:

The vendor for the project has experienced multiple, unavoidable delays due to Covid-19. Vendor staff responsible for finalizing the painting on the project were impacted by Covid-19. Key components to the propane training system are awaiting shipment and installation due to Covid-19. The project was on schedule for May 2020 completion with finalized payments expected prior to June 30, 2020. The Covid-19 related delays have pushed delivery and payment back several weeks. We anticipate a summer delivery of the unit; however, due to the ongoing unique circumstances and unknowns surrounding Covid-19, we are requesting an extension through September 30, 2020.

Revision(s) to Drawdown Schedule:

Quarter End Date	Original Contract Amount	Revised Amount
09/30/18		
12/31/18		
3/31/19		
6/30/19		
FY2019 Totals		

Quarter End Date	Original Contract Amount	Revised Amount
09/30/19		
12/31/19		
3/31/20	300,000	
6/30/20		
FY2020 Totals	300,000	

Quarter End Date	Original Contract Amount	Revised Amount
09/30/20		
12/31/20		
3/31/21		
6/30/21		
FY2021 Totals		

Grand Total	\$
--------------------	----

Revision(s) to Construction Timeline:

Construction Milestone	Original Contract Date - MM/YYYY	Revised Date - MM/YYYY
Design, and Engineering Complete		
Bids Advertised		
Bids Opened		
Contract Awarded		
Construction Started		
Construction 25% Complete		
Construction 50% Complete		
Construction 75% Complete		
Construction 100% Complete	05 / 2020	09 / 2020
Punch List		

Revision(s) to Contract Budget

Line Item	Original Contract Budget	Approved Revised Budget, if applicable	Proposed Changes (+/-)	New Contract Budget Requested
Design				
Construction				
Land Takings				
Demolition/Remediation				
Mobilization/Demobilization				
Water/Sewer/Drainage				
Utility Relocation				
Roadways				
Sidewalks/Streetscapes				
Electrical/Lighting				
Bridges/Culverts				
Security/Traffic Details				
Other:				
Construction Administration				
Totals:				

Certification:

By signing below, I, _____, hereby certify that I am authorized to represent and request the contract changes outlined above on behalf of the Grantee, and that all of the information provided on this form and any attached documentation is true and accurate. I further certify that I understand that submission of this form does not constitute an approval or agreement by EOHEd as to the proposed changes, and that the Grantee is expected to continue with the project, as outlined in the current contract, until such time as EOHEd confirms approval of any changes.

Signature _____

Date _____

Please submit this completed form and all required attachments via email to ellen.cebula@mass.gov.

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: Barnstable County (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4, T&C): 3195 Main Street, Barnstable MA 02630		Business Mailing Address: One Ashburton Place, Room 2101, Boston, MA 02108	
Contract Manager: Philip Burt		Billing Address (if different): same as	
E-Mail: pburt@barnstablecounty.org		Contract Manager: Robin Pezzone	
Phone: 508-375-6902	Fax:	E-Mail: robin.pezzone@mass.gov	
Contractor Vendor Code: VC6000194979		Phone: 617-788-3627	Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EED 19 BARNSTABLESIMULATR	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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)		Enter Current Contract End Date Prior 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 <i>new</i> Total if Contract is being amended). \$ 300,000			
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 checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input 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.) Seaport Economic Council grant funding for the Barnstable County Maritime Simulator project.			
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 <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR 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 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>June 30, 2020</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>10/21/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounis, Ron Beatty, Mary Pat Flynn</u> Print Title: <u>County Commissioners</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: Date: <u>10/21/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robin Pezzone</u> Print Title: <u>CFO</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



to explain and justify the exemption and whether Contractor selection has been publicly posted.

payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

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Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation

pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include

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damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase 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. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

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): Leo Cakounes, Ronald Beaty, Mary Pat Flynn

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:

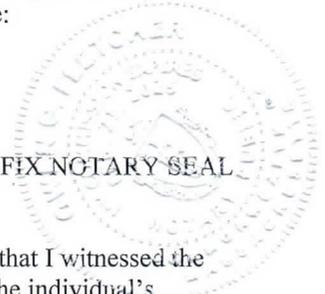
I, Owion G. Fletcher (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

October 31, 20 18.

My commission expires on:

OLGF

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

Issued May
2004



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

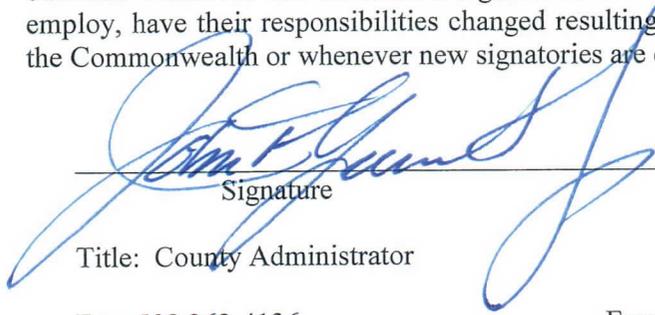
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In 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
Leo Cakounes	County Commissioner
Ronald Beaty	County Commissioner
Mary Pat Flynn	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: 10-31-18

Title: County Administrator

Telephone: 508 375 -6671

Fax: 508 362-4136

Email: [jyunits@barnstablecounty.org](mailto: jyunits@barnstablecounty.org)

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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



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 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.

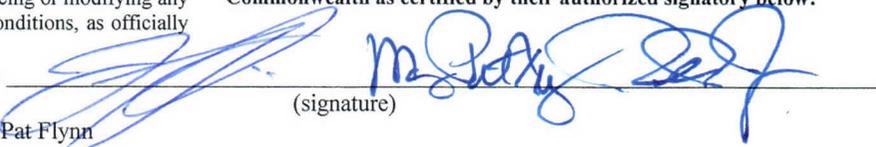
14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney 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: Leo Cakounes, Ronald Beaty, Mary Pat Flynn

Title: Barnstable County Commissioners

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name: County of Barnstable

Doing Business As: Name (If Different): Barnstable County

Tax Identification Number: 04-6001419

Address: 3195 Main Street, Barnstable, MA 02630

Telephone: 508 375 -6671

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.

ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS

ARTICLE I
Agreement

THIS AGREEMENT, by and among the Massachusetts Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts (hereinafter referred to as “EOHED”) and Barnstable County (hereinafter referred to as “Public Entity”), jointly referred to as “The Parties”, is dated effective as of _____, 2018 and comprises the following:

1. The COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM,
2. The COMMONWEALTH TERMS AND CONDITIONS,
3. this Attachment A, “Additional Terms and Conditions”,
4. Exhibit A, “Grant Application”,
5. Exhibit B, “Request for Payment Cover Sheet”,
6. Exhibit C, “ Public Entity Quarterly Reporting Form”,
7. Exhibit D, “Request for Amendment Form”,
8. Exhibit E, “Project Closeout Certification Form”, and
9. Attachment B, Project Site Plan

These documents are referred to collectively as the “Contract”.

ARTICLE II
Definitions

The following capitalized terms used in the Contract shall have the respective meanings ascribed to them below:

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Coordinator**” shall mean the Seaport Economic Council Program Coordinator.

“**Grant Application**” shall mean the application submitted by the Public Entity to the Seaport Economic Council Program, attached as Exhibit A to the Contract.

“**Grant Funds**” shall mean the funds disbursed by EOHED to the Public Entity pursuant to the terms and conditions of the Contract.

“**Seaport Economic Council**” shall mean the economic development grant program authorized by Executive Order 564, and further described in the Seaport Economic

Council Program Guidelines promulgated by the Secretary, as such Guidelines may be modified or updated from time to time.

“Monetary Penalties” shall mean the full recoupment by EOHEd of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“Project” shall have the meaning set forth in Article VII.A.

“Project Site”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section VII.A hereof and shown on the plan attached as Attachment B.

“Secretary” shall mean the Secretariat of the Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts.

“Total Maximum Obligation” shall mean a sum of money not to exceed \$300,000 Dollars.

ARTICLE III

Purpose

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of the Seaport Economic Council Program for the Project. The Contract sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE IV

Grant Administration

A. **EOHEd Project Management.**

The Coordinator shall oversee the Seaport Economic Council Program on behalf of the Secretary.

B. **Payment of Grant Funds.**

EOHEd shall disburse funds to the Public Entity in an aggregate amount not to exceed the Total Maximum Obligation within forty-five (45) days after receipt of invoices therefor, accompanied by the cover sheet form provided at Exhibit B, from the Public Entity, subject to the following terms and conditions.

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Coordinator may

withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Coordinator will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Coordinator, the Public Entity may deviate from or suspend the Reimbursement Schedule.

2. In instances where payment is requested prior to funds being disbursed by the grantee, documentation of payment by the grantee to its contractors must be submitted to the appropriate EOHED grant manager within 60 days of receipt of funds from EOHED. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, and vendor paid to and date the check/EFT was processed.
3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.
4. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit invoices by the immediately following August 5th. **Late invoices from the Public Entity will not be accepted for payment by EOHED.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and August 5 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.

C. Use of Grant Funds.

1. Approved Project Expenses. Under the scope and purpose of the Contract, EOHED authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHED shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project as follows:
Specific conditions on funding and drawdown schedule are set forth in Article VII hereof.

Barnstable County Maritime Simulator project.

D. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such

information and documentation that the Secretary deems necessary for such determination.

2. No Obligation to Increase Budget. EOHED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.

3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.

4. Obligation/Drawdown Deadlines. The Grant shall be obligated and expended as set forth in Article VII.

5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article VII. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.

6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.

ARTICLE V

Obligations of the Public Entity

A. Obligations of the Public Entity

In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
2. Submit invoices pursuant to Article IV.B

3. Provide quarterly reports to the Coordinator in the form of Exhibit C.
4. Cooperate fully and promptly with any other request for information that the Secretary or the Coordinator may make.
5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
6. Ensure that construction begins on this Project in accordance with Article VII.C and D.
7. Comply with all applicable federal, state and local laws in the course of undertaking the Project.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.7 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 524 and 526, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM”) have set participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:
 - **10.4%** combined MBE/WBE participation on construction contract awards; and,
 - **17.9%** combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective

oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

3. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
4. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."
5. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Coordinator of the desire to erect such signage and the Coordinator shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall submit photographs of the work completed with the Grant Funds accompanied by the form provided at Exhibit E.

ARTICLE VI
Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHEd.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHEd to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

The Secretary, in his sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article VII, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Recoupment of Grant Funds Upon Sale of Project

The Secretary, in his sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or all Project Site within thirty (30) years of the termination of the Contract.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHEd any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro forms and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHEd shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Coordinator with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Seaport Economic Council Program.

Article VII
Scope of Project

A. Description of the Project

Description of Project Site. The Barnstable County Fire Training Academy is located at 155 South Flint Rock Road in Hyannis, MA. South Flint Rock Road is less than ½ mile south from the intersection of Mary Dunn Road and Independence Drive. It is a Barnstable County owned property.

Description of the Project:

Scope of Work

- the project team will select a simulator design and determine which maritime training prop accessories will best meet the needs of the region.
- a project bid will be developed.
- the project will go through the formal procurement process.
- site preparation work will be finalized at the Fire Academy
- the training prop will be delivered to the Academy and assembled on site.

Scope Funded by Seaport Economic Council:

- Formal design, engineering, building, shipping and assembly of the training prop will be performed by a single vendor. – [\$300,000]

B. Economic Development Goals of the Project

Jobs Created

Total investment, other private and public funds leveraged

Other public benefits

C. Drawdown Schedule

All Grant Funds shall be drawn and expended by the Public Entity no later than June 30, 2020. Drawdown per fiscal year shall not exceed \$150,000 in fiscal year [2019] (ending on June 30, [2019]) and \$150,000 in fiscal year [2020] (ending on June 30, [2020]).

<i>Quarter/Year</i>	<i>Invoice Amount</i>
1 st QUARTER / FY19	\$0.00
2 nd QUARTER / FY19	\$88,000
3 rd QUARTER / FY19	\$62,000
4 th QUARTER / FY19	\$0
1 st QUARTER / FY20	\$150,000
	\$
1 st Quarter / FY20 Final Invoice Retainage (5%)*	\$150,000 (-5% Retainage)
TOTAL	\$300,000

D. Project Schedule

The Public Entity shall undertake the Project on the following schedule:
Milestones are as follows:

- October / 2018 – Design complete
- November / 2018 – Bid Advertised
- December - January / 2018-19 – Bid opening
- January 2019 – Award contract
- February / 2019 – Construction start date*
- March / 2019 – 25% complete*
- April / 2019 – 50% complete*

- May / 2019 – 75% complete*
- June / 2019 – 100% complete*
- June / 2020 – Contract Expiration Date

ARTICLE VIII **Notice**

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHEd:

Seaport Economic Council Program
Attn: Robin Pezzone
1 Ashburton Place, Room 2101
Boston, MA 02108

To the Public Entity:

Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

ARTICLE IX **Miscellaneous**

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Coordinator in the form consistent with Exhibit D. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.

2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.

4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

AGENDA ITEM 8e

Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, to the County Health and Environment Department, for Public Health Emergency Preparedness (PHEP), in the amount of \$140,471.00, for the period of July 1, 2020 through June 30, 2021

The Massachusetts Association of Health Boards (MAHB)
20 Walnut Street, STE 110
Wellesley Hills, MA 02481
Agreement for Services
Public Health Emergency Preparedness Programming

This Agreement, effective as of _____, is by and between the Massachusetts Association of Health Boards, Inc. 20 Walnut Street, STE 110, Wellesley, Massachusetts hereinafter called MAHB and the **Barnstable County – Cape Cod Islands-Public Health Emergency Preparedness Coalition** hereinafter called the “Subcontractor”.

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,
Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Massachusetts Department of Public Health approved scope of work/work plan.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the Massachusetts Department of Public Health (MDPH) and the agreement is wholly dependent on the availability of funds from this source.

ARTICLE 2 - SERVICES of the SUBCONTRACTOR

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP2.

ARTICLE 3 – TIME of PERFORMANCE

The time period covered under this agreement is completed June 30, 2021. (BP2). This Agreement may be extended by mutual consent of the parties.

ARTICLE 4 - RESPONSIBILITIES of MAHB

The MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from MDPH and CDC, including any background information.

ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR

The Subcontractor's payments will be disbursed in 4 allotments upon receipt of funds from MDPH. Payments 1-3 will each be one quarter of the BP1 approved budget. Payment 4 will be determined after a review of year-to-date spending and projected year end expenses, including a final modification, to reduce the potential for reversions. Any unused funds must be returned to MAHB within 45 days of the contract agreement end date of June 30, 2021. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP2, and must be obligated by June 30, 2021.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed **\$140,471.00**. If additional funds become available, the budget may be amended, as described in Article 8.

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 – NON DISCRIMINATION

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

ARTICLE 12 – INDEMNITY

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any sub-consultants employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such sub-consultant, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor and Subconsultant shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor or Subconsultant under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 13 – INSURANCE REQUIREMENTS

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants **Manual for Budget Period 2** for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

ARTICLE 15 – CONFIDENTIALITY STATEMENT

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 16 - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: **Barnstable County – Cape Cod and the Islands – Public Health Emergency Preparedness Coalition**

_____ Date _____
Title _____

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS:

Marcia Testa Simonson
President of the
Massachusetts Association of Health Boards Executive Board
Date _____

Region 5 HMCC
ADDENDUM TO AGREEMENT FOR SERVICES
Attachment A

1. Subcontractor agrees to submit quarterly expense reports, budget modification reports and capital expense reports along with proof of completed deliverables to MAHB by dates outlines in the BP2 Massachusetts Dept of Public Health Office of Preparedness and Emergency Management (MDPH OPEM) grants manual.

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to limit indirect expenses up to, but not more than, 15% of the award.
3. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.
4. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the MDPH OPEM grants manual.
5. If the Subcontractor intends to further subcontract its work, the subcontractor agrees to the following:

- Subcontractor will execute an agreement with its subcontractor, which contains the following:
 - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
 - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
 - iii. A scope of work tied to the subcontractor’s work plan.
- Subcontractor will submit to MAHB a “Subcontractor Identification Form,” resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date

Print Name _____
and Title _____

AGENDA ITEM 8f

Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, to the County Health and Environment Department, to support the Cape Cod Medical Reserve Corps (MRC), in the amount of \$13,572.94, for the period of July 1, 2020 through June 30, 2021

**Massachusetts Association of Health Boards, Inc.
20 Walnut Street, STE 110
Wellesley Hills, MA 02481**

This Agreement, effective as of _____, is by and between the Massachusetts Association of Health Boards Inc., 20 Walnut Street, STE 110, Wellesley, Massachusetts hereinafter called MAHB and **County of Barnstable** hereinafter called the "Subcontractor".

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,
Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Department of Public Health approved scope of work/work plan as the subcontractor doing work for the **County of Barnstable**.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the Massachusetts Department of Public Health and the agreement is wholly dependent on the availability of funds from this source.

ARTICLE 2 - SERVICES of the SUBCONTRACTOR

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP2-FY21.

ARTICLE 3 – TIME of PERFORMANCE

The time period covered under this agreement is through June 30, 2021 – BP2. This Agreement may be extended by mutual consent of the parties.

ARTICLE 4 - RESPONSIBILITIES of MAHB

MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from DPH and CDC, including any background information.

ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR

The Subcontractor's payments will be disbursed in 4 allotments upon receipt of funds from MDPH. Payments 1-3 will each be one quarter of the BP2 approved budget. Payment 4 will be determined after a review of year-to-date spending and projected year end expenses, including a final modification, to reduce the potential for reversions. Any unused funds must be returned to MAHB within 45 days of the contract agreement end date of June 30, 2021. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP2, and must be obligated by June 30, 2021.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed \$13,572.94. If additional funds become available, the budget may be amended, as described in Article 8.

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No Subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 – NON DISCRIMINATION

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

ARTICLE 12 – INDEMNITY

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any Subcontractors employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such Subcontractor, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 13 – INSURANCE REQUIREMENTS

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Manual for Budget **Period 2** for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

ARTICLE 15 – CONFIDENTIALITY STATEMENT

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 16 - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: _____

Title _____

Date _____

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS, Inc.:

Marcia Testa Simonson
President of the
Massachusetts Association of Health Boards Executive Board

Date _____

Region 5 HMCC
ADDENDUM TO AGREEMENT FOR SERVICES
Attachment A

1. Subcontractor agrees to submit quarterly expense reports, budget modification reports and capital expense reports along with proof of completed deliverables to MAHB by dates outlines in the BP2 Massachusetts Dept of Public Health Office of Preparedness and Emergency Management (MDPH OPEM) grants manual.

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to limit indirect expenses up to, but not more than, 15% of the award.
3. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.
4. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the MDPH OPEM grants manual.
5. If the Subcontractor intends to further subcontract its work, the subcontractor agrees to the following:

- Subcontractor will execute an agreement with its subcontractor, which contains the following:
 - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
 - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
 - iii. A scope of work tied to the subcontractor’s work plan.
- Subcontractor will submit to MAHB a “Subcontractor Identification Form,” resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date

Print Name _____
and Title _____

AGENDA ITEM 8g

Authorizing the subordination of a mortgage by Evelyn M. Gomes to Barnstable County, dated September 27, 2007 and recorded in the Barnstable County Registry of Deeds in Book 22368, Page 276



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

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, County Administrator
Barnstable County Commissioners

From: Renie Hamman, HOME Program Manager *Rh*

RE: Subordination of HOME Mortgage
504 Palmer Avenue, Unit C, Falmouth, MA / Evelyn M. Gomes

Date: June 30, 2020

The Barnstable County HOME Program staff received a request from the above-referenced homeowner to refinance an existing first mortgage for the purposes of acquiring a substantially lower interest rate; from a current 6.625% to a 3.49%; see request letter attached. This refinance will reduce the homeowner's monthly principal and interest payment by over \$250.00. No cash equity is being taken from this refinance. The Barnstable County holds a \$10,000.00 second mortgage which reflects a no-interest, deferred loan through HUD's HOME Program federal grant allocation. The homeowner is requesting that this \$10,000.00 Barnstable County loan be subordinated in order to refinance the first bank loan. Barnstable County would remain as the second lienholder. For comparison purposed, the P&I monthly payment if the County loan is subordinated is \$607.70 and if the \$10,000 loan were to be included in the refinance and paid off, the P&I would then be \$652.55.

The property is being refinanced by Martha's Vineyard Savings Bank who confirmed that this is a no-cash out, straight refinance. The property is a deed-restricted affordable condo unit and that deed restriction will remain in place and staff has received a copy of the written Consent to Refinance from the Town of Falmouth (see attached). There is no transfer of the property.

Based on the above information, staff is enclosing a Subordination of Mortgage for the above-reference property in which the homeowner is requesting to be properly executed by the Barnstable County Commissioners so that she may refinance her condo unit in order to reduce her monthly principle and interest payments.



MARTHA'S VINEYARD BANK

June 24, 2020

Irene Hammond, HOME Program Manager
Barnstable County Department of Human Services
P O Box 427
3195 Main Street
Barnstable, MA 02630

RE: Subordination Request
Evelyn Gomes
504C Palmer Avenue
Falmouth, MA 02540

Dear Ms. Hammond,

Martha's Vineyard Bank is in the process of refinancing a mortgage for Evelyn Gomes. Evelyn was the recipient of a \$10,000 HOME LOAN in September of 2007 which we are requesting be subordinated to a new, no cash out, \$135,500 30 year fixed rate mortgage at a rate of 3.49%.

I respectfully request this matter be placed on the first available meeting agenda of the Barnstable County Commissioners.

Kind regards,

Addie M. Drolette
Senior Residential Loan Officer
Martha's Vineyard Bank
397 Palmer Avenue
Falmouth, MA 02540

Enc: B of America Current Mortgage Statement
Transmittal Summary (FannieMae Form 1008)
Borrower Authorization
Loan Comparison
Authorization to Refinance from Monitoring Agent, Town of Falmouth



TOWN OF FALMOUTH
Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540

June 23, 2020

Ms. Evelyn Gomez
504 Unit C Palmer Avenue
Falmouth, MA 02540

RE: Consent to Refinance

Dear Ms. Gomez:

The Town of Falmouth, as Monitoring Agent for your property, has reviewed your request to refinance your primary residence located at 504 Unit C Palmer Avenue, Falmouth, MA, with Martha's Vineyard Savings Bank as presented in the attached transmittal summary. The Town approves said refinance for a loan amount no greater than \$ 145,500 provided that the Total Primary Housing Expense of the proposed mortgage is less than that of the present mortgage and the loan terms are more favorable to you as the borrower.

Please contact Carla Feroni, Housing Coordinator, at Carla.feroni@falmouthma.gov if you require anything further to proceed at this time.

Sincerely,

Peter Johnson-Staub

Peter John-Staub
Assistant Town Manager

Cc: Adelaide Drolette adrolette@mvbank.com
Carla Feroni Carla.feroni@falmouthma.gov

//504c Palmer Ave Refi 6-23-2020

SUBORDINATION OF MORTGAGE

WHEREAS, Evelyn M. Gomes, the owner mortgagor of certain real estate located at 504 Palmer Avenue, Unit C, Falmouth, Barnstable County, Massachusetts, and

WHEREAS, Barnstable County, acting by and through its County Commissioners, is the holder of a mortgage on said premises which mortgage is dated September 27, 2007 and recorded in the Barnstable County Registry of Deeds (the "Registry") in Book 22368, Page 276 in the original amount of \$10,000.00 (the "Loan") and

WHEREAS, Evelyn M. Gomes, has received commitment for a mortgage financing from Martha's Vineyard Savings Bank in the amount not to exceed \$140,000.00.

NOW THEREFORE, in consideration of making of said mortgage loan to in the amount not to exceed \$140,000.00 and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of a new first mortgage and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage recorded in the Registry in Book 22368, Page 276 and do hereby covenant, agree and declare that said mortgage shall be in all respects subject to and subordinate to the new mortgage not to exceed \$140,000.00 which is registered herewith at the Registry.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Ronald Bergstrom, Chair hereto duly authorized, this _____ day of _____, 2020.

Ronald Bergstrom, Chair
Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. _____, 2020

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared **Ronald Bergstrom**, Chair of the Barnstable County Commissioners proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

AGENDA ITEM 8h

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

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



Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: July 2, 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

Date