

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: Town of Chilmark		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4,T&C): 401 Middle Road, Chilmark, MA 02535		Business Mailing Address: 100 Cambridge Street - Suite 900 Boston MA 02114	
Contract Manager: Tim Carroll, Director Emergency Management		Billing Address (if different):	
E-Mail: emd@chilmarkma.gov		Contract Manager: Kathleen Theoharides	
Phone: 508-645-2101	Fax: 508 645 2110	E-Mail: Kathleen.Theoharides@MassMail.State.MA.US	
Contractor Vendor Code: VC 6000191752		Phone: 617.626.1144	Fax: 617.626.1181
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): CT ENV 06271700000000000000 3931	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: RFR ENV 17 POL 05	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). <u>\$15,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To conduct municipal vulnerability preparedness planning as outlined in Attachment A.			
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 <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are 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>30 June 2018</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 Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/23/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Tim Carroll</u> Print Title: <u>Director EM</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6-27-17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>William Nicholas</u> Print Title: <u>Procurement Director</u>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) and the Town of Chilmark ("the municipality") hereby contract for the municipality to complete the Municipal Vulnerability Preparedness (MVP) planning process to achieve MVP climate community designation. Using funds awarded through this grant program, the municipality will hire a state certified MVP provider to complete the planning process required to achieve MVP designation and deliver outputs of the process to EEA. Upon execution of the grant contract, the municipality will be provided with an advance payment of \$10,000. This payment is intended to support:

- the selection, engagement and initial payment of the state-certified MVP facilitator
- secure meeting locations,
- assemble required background information, and
- commence the planning exercise

A second payment of \$5,000 will be made upon successful completion of the MVP workshop process. This disbursement shall be utilized to complete payments to the MVP provider and reimburse the municipality for costs incurred in the process. The satisfactory submittal of the MVP report (step 6, below) is the trigger for the final payment. No final payments will be issued until the report and materials are completed to the satisfaction of EEA.

This project will run from the effective date of this contract through June 30, 2018. Municipalities will select of a vendor from a list of state-certified MVP providers, provided by EEA to complete the planning and stakeholder engagement exercise with the municipality.

Process Summary: The contract will support the municipality in completing a comprehensive, baseline climate change and natural hazard vulnerability assessment, and development of prioritized actions for dealing with priority hazards using the Community Resilience Building (CRB) workshop guide. Through the program EEA will provide the municipality access to newly developed downscaled climate change data which must be incorporated into the planning process.

Led by a local project lead, a core team from the municipality, and the MVP provider, communities will gather available background information on hazards, vulnerabilities and strengths, conduct interviews with staff and volunteers, and plan two 4-hour workshops or one 8-hour workshop. In the workshop approximately 30 municipal staff, residents and volunteers will work to:

- Understand connections between ongoing community issues, hazards, and local planning and actions in the municipalities.
- Identify and map vulnerabilities and strengths to develop infrastructure, societal, and natural resource risk profiles for the municipalities.
- Develop and prioritize actions and clearly delineated next steps for the municipalities, local organizations, businesses, private citizens, neighborhoods, and community groups.
- Identify opportunities to advance actions that further reduce the impact of hazards and increase resilience across and within municipalities.

Process Details: The municipality will engage a state certified MVP provider from a list provided by EEA to define extreme weather and natural and climate-related hazards, identify existing and future vulnerabilities and strengths, develop and prioritize actions for the municipality and broader stakeholder networks, and identify opportunities for the municipality to advance actions to reduce risks and build resilience. The municipality working with the MVP provider will organize and conduct two 4 hour workshops or one 8 hour workshop. Following the workshops, the municipality will conduct at least 1 listening sessions that will be open to the entire municipality.

The municipality will conduct the following tasks, working with the contracted MVP provider:

1. Prepare for the workshop(s):
 - establish a core team
 - engage stakeholders from the municipality, including but not limited to municipal officials, business, private non-profits, and community residents
 - prepare materials for the workshop
 - decide on participants and arrangements
2. Characterize hazards:
 - Identify past, current and future impacts using the best available data including newly developed climate projections from EEA,
 - Determine the highest priority hazards.
3. Identify Community Vulnerabilities and Strengths
 - Identify infrastructural vulnerabilities and strengths
 - Identify societal vulnerabilities and strengths
 - Identify environmental vulnerabilities and strengths
 - Identify vulnerabilities in other sectors as chosen by the community
4. Identify and Prioritize Community Actions
 - Infrastructure actions
 - Societal actions
 - Environmental actions
 - Other actions
5. Determine the Overall Priority Actions
 - Identify highest-priority actions
 - Further define urgency and timing
6. Put it All Together
 - Generate final workshop products and report (Described in detail below)
7. Move Forward
 - Continue community outreach and engagement which includes at least 1 public listening session before June 30, 2018
 - Secure additional data and information for key gaps and questions identified through the process
 - Use the process and report to inform existing planning efforts and project activities

Upon successful completion of Steps 1-6 of the CRB process and clearly defined efforts to begin Step 7 including conducting at least 1 public session, municipalities will be designated as a “Municipal Vulnerability Preparedness Program Climate Community,” or “MVP Climate Community” which may lead to increased standing in future funding opportunities and follow-on opportunities. All workshop outputs and background materials must be compiled into an easily accessible Community Resilience Building final report or summary of findings, based on a template provided by the state below. Derivatives from the report can be used by the municipality following this initial phase of the process to inform existing planning processes, capital budgeting, and grant applications.

As an immediate next step, each community must complete at least one public listening session with the whole community invited and should have a clearly articulated list of priority next steps and actions and how to implement these.

Maintaining Designation: To maintain the designation as an MVP community year over year the municipality must provide the Commonwealth with a yearly progress report outlining the steps they have taken towards implementing their priority actions signed by a local official. Steps may include applying for grant funding, working to implement local changes to policies or bylaws, updating existing local plans using the outcomes of the workshop, completing more detailed vulnerability assessments, etc. A progress report template will be provided to the municipality to help them complete this requirement.

Municipal Staff Commitment: The municipality must provide sufficient staff time (estimated at 80 hours) to assure completion of this planning exercise and community engagement. Staff time provided by the municipality will include the following activities:

- Procure a state certified MVP provider
- Establish a core team within the municipality or region to steer the project;
- Coordinate, schedule, send invitations and attend planning meetings and several workshops;
- Work with MVP service provider to identify and engage stakeholders;

- Help coordinate staff interviews to collect information prior to the workshops;
- Help the MVP provider find relevant data and other information useful to conducting the planning exercise
- Provide access to relevant planning documents, budget information, and other information as needed;
- Commit to working to continue municipal outreach and engagement, use the completed plan to inform existing planning and project activities, and secure additional data and information needed to improve the plan.

Final Deliverable: Municipalities shall provide a Summary of Findings Report and a completed Risk Matrix in excel format as a final deliverable for completion of the Community Resilience Building (CRB) Workshop with a final invoice. The following is an annotated template for the CRB Workshop(s) Summary of Findings report. Adherence to the layout, sections (bold and underlined), and associated details provided herein will increase reporting consistency which will in turn will accelerate the exchange and transfer of knowledge within and amongst municipalities, regions, and ultimately, across the Commonwealth. To assist further examples of completed CRB Summary of Findings reports can be reviewed and downloaded for reference on the Community Resilience Building website (www.communityresiliencebuilding.com). The satisfactory submittal of the MVP report (step 6, below) is the trigger for the final payment. No final payments will be issued until the report and materials are completed to the satisfaction of EEA.

Materials: All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain and thus available at the cost of production. All materials created through this opportunity and as a result of this award should credit the Executive Office of Energy and Environmental Affairs Municipal Vulnerability Preparedness (MVP) program.

Sample CRB Report Template:

SUMMARY OF FINDINGS TEMPLATE GUIDANCE

Cover Page:

{List Municipalities Covered by Summary of Findings}
 {insert descriptive community photos and or logos (as appropriate)}
 {insert - Community Resilience Building Workshop Summary of Findings – below photo/logos}
 {insert Month & Year report completed}

Overview:

{insert following at top of page}
 {List Municipalities Engaged in CRB Workshop(s)}

Community Resilience Building Workshop

Summary of Findings

Text (refer to Step A in CRB Guide): Summarize the need for Workshop from community perspective and the path taken to arrive at Workshop(s). Discuss partnerships critical to enabling Workshop(s) and define “community” engaged in process (i.e., single or multiple municipalities – which ones? Other significant organizations as core partners). Reference the use of the CRB process (www.communityresiliencebuilding.com).

{insert the following text within this “Overview” section}

The Workshop’s central objectives were to:

- Define top local natural and climate-related hazards of concern;
- Identify existing and future strengthen and vulnerabilities;
- Develop prioritized actions for the Community;
- Identify immediate opportunities to collaboratively advance actions to increase resilience.

Top Hazards and Vulnerable Areas:

Text (refer to Step B & C in CRB Guide and triggering questions page 26): Include summary of the discussions on top natural hazards that have had and will have impacts on the community (past, current, future). Define Top Hazards.

Top Hazards

{insert bulleted list of top hazards identified by community}

Areas of Concern

{insert categories followed by specific locations and other assets – confirm place names}

{examples of categories: Neighborhoods, Ecosystems, Transportation, Infrastructure, Facilities, etc.}

Current Concerns and Challenges Presented by Hazards:

Text (refer to Step C in CRB Guide and triggering questions page 26): Provide brief history on the natural hazards that have impacted the community in recent years and what those impacts were/are (i.e., long period of elevated heat, flooded intersections, impact of multiple hazards, etc.). Include reflection on the general concerns expressed by the Workshop participants on hazards today and in the future (5, 10, 25 yrs. or more).

Specific Categories of Concerns and Challenges

Text: Insert paragraph or more for each major categories of concern for the community – as expressed by the participants. These often include emergency management capacity, vulnerability of road networks, inadequate community-wide communications and collaboration, critical infrastructure limitations (wastewater systems, energy), degraded floodplains and wetlands, and drinking water supply. These specific categories of concerns and challenges become the principle focal points highlighted in the following sections of the Summary of Findings.

Current Strengths and Assets:

Text (refer to Step C of CRB Guide and triggering questions page 26): Provide brief overview paragraph or two on the current strengths of the community as expressed by the participants.

{insert bullet statements (1-2 sentences) of current strengths. For example: “The responsive and committed leadership exhibited by elected officials and senior staff was viewed as a current strength. Ongoing collaboration and support amongst leadership and staff will help to advance comprehensive, cost-effective approaches to resilience as identified in this Summary of Findings”.}

Top Recommendations to Improve Resilience:

Text (refer to Step D of CRB Guide): Provide brief overview paragraph or two on the top recommendations for the community as expressed by the participants.

{insert bulleted of priority actions from Risk Matrix organized in sequential order first by “Highest Priority” then “Moderate Priority” and finally, “Lower Priority”. Prioritized actions can be inserted directly from final Risk Matrix for the community.}

CRB Workshop Participants: Department/Commission/Representative:

{insert list of invited and participating entities. Place asterisks next to “attendees”.}

Citation:

{insert citation for Summary of Findings Report – this provides way to reference report for future plans and funding opportunities. Example:

{Insert name of municipality or persons responsible} (2017) Community Resilience Building Workshop Summary of Findings. {insert core team partnerships}. {insert municipality}, Massachusetts.

CRB Workshop Project Team: Organization, Name, Role:

{Example: Town of XXXX, Susan Smith, Core Team Member. Other roles can include: Lead Facilitator, Project Coordinator, Project Sponsor, Facilitator}

Acknowledgements:

{insert recognition of leadership and core team members by name and affiliation. Recognize entity that provided facility and meals/refreshments. In addition, provide recognition of funding sources utilized to advance the Workshop as well as the CRB process itself.}

Appendix:

{insert in subsequent pages of the Appendix the following items as available: Base Map(s) used for participatory mapping exercise (Step C and D of CRB Guide), Participatory Mapping Map(s) (outputs from Step C and D), supporting risk maps (FEMA flood maps, etc.) used during workshop, and potentially powerpoint presentations or handouts used by participants.}

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
MUNICIPAL VULNERABILITY PREPAREDNESS
CLIMATE RESILIENCY PLANNING GRANTS

CONTRACTOR: TOWN OF CHILMARK

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
State FY17				\$10,000.00
State FY18				\$5,000.00

MAXIMUM OBLIGATION	\$ 15,000.00
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Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

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