

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 and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT 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: Nantucket Planning and Economic Development Commission (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 2 Fairgrounds Road, Nantucket, MA 02554		Business Mailing Address: 100 Cambridge St., Suite 300, Boston, MA 02111	
Contract Manager: Andrew Vorce	Phone: 508-228-7237	Billing Address (if different):	
E-Mail: avorce@nantucket-ma.gov	Fax: 508-228-7278	Contract Manager: Julissa Tavarez	Phone: 617-573-1407
Contractor Vendor Code: VC6000191899		E-Mail: julissa.tavarez@mass.gov	Fax: 617-573-1460
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<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 type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> 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 Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
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 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). \$ 50, 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 <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) State funds will be used by the subgrantee to provide technical assistance to its member municipalities consistent with Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are 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 December 31, 2022 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Associate Director</u>	



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INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. 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) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a 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 COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

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 e-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 e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or 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 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 e-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 Document 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 or tracking number for this Contract or Amendment which 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 the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook 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, or local government or other entities.

Department Procurement: Check this option for a Department contract 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 this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "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, the provision of necessary or mandated services, or where 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



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Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that 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; 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 Document 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 there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an 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.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that 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 to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

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.

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 payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 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 ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup 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 the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name 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. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the 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. "FY2021" or "FY2021-23") 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 the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, 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 payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

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 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 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 [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** 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. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

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 sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** 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: Legibly enter Authorized Signatory's name and title.

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 that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes 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.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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, and 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.

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 [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as 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 CMR 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](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the 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 [M.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 15 for performance made and received (goods delivered, services completed) prior to June 30, 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 15 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 an 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 of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [M.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 [M.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 [M.G.L. c. 7A, § 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: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 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 or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any 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 Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. 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; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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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 [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. 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, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all 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 any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among 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 and data to which the Contractor is given access by the contracting Department 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 or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department 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, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 7I, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, 98 and 98A, and [M.G.L. c. 111, § 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.



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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 COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or 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. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state 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 or 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 certifies that 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.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 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 Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the 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, they 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 [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a 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, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which 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, of a 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 as well as persons 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.



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Executive Orders [523](#), [565](#), and [592](#). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). [Executive Order 592](#) (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). 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. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, 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.

ATTACHMENT A
Nantucket Planning and Economic Development Commission

2022

Scope of Work and Budget for District Local Technical Assistance Fund

I. General:

DHCD is entering into this contract with the Regional Planning Agency (RPA) to provide technical assistance to municipalities within the purposes of the trust fund authorized by M.G.L, c. 29, s. 2XXX, and any other general or special law, as described in this contract. Funding is authorized by Chapter 24 of the acts of 2021, Acct. #1599 – 0026, which item supports several regionalization initiatives. Use of funds shall comply with the requirements of Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006, which states that Regional Planning Agencies (RPAs) shall use District Local Technical Assistance Fund (DLTA Fund) allocations to provide technical assistance to their member municipalities. Pursuant to the statute as amended, payments from the DLTA Fund shall be made on order of the Division of Local Services (DLS) at the Department of Revenue (DOR) and requirements relating to the use and administration of funds shall be made by the Department of Housing and Community Development (DHCD). For the purpose of jointly administering the program, DLS and DHCD executed a Memorandum of Understanding on October 2, 2008 that is incorporated herein by reference.

II. Disbursement, Administration and Recoupment:

- a. Upon execution of this contract, DHCD shall notify DLS of the amount to be disbursed from the DLTA Fund to the RPA and provide the DLS with a copy of this Contract. Upon execution of this Contract and certification to DLS by DHCD, the RPA shall receive the DLTA funds directly from the Comptroller.
- b. The total amount of this contract reflects the statutory allocation for the RPA according to the formula in M.G.L., c. 29, s. 2XXX.
- c. The RPA shall maintain detailed records and books accounting for the expenditure of all DLTA funds and give DOR, DHCD and any other agency of the Commonwealth authorized by law, the right to inspect and examine such records. Upon request, the RPA shall explain any entry or expenditure.
- d. If any expenditure made by the RPA from the DLTA Fund does not comply with the purposes specified in this contract, the RPA shall pay an amount equal to the unauthorized expenditures to the Commonwealth upon the request of DHCD.

III. RPA Match:

The RPA shall provide a 10% match of which no more than ½ may be in the form of in-kind services. The RPA's match for this scope shall be at least **\$5,000**. The RPA shall provide the 10% match on an ongoing basis. Documentation of the match shall be included in the quarterly and annual reports and shall identify the type (cash or in-kind), amount, and source of any cash match. The cash match shall equal a minimum of 5% of the grant amount. NOTE: RPAs cannot fulfill the cash match requirement by requiring that any municipality(ies) pay any costs associated with the DLT A project(s) in which the municipality(ies) participates (e.g., local cash match). However, RPAs may encourage municipalities to provide a cash or in-kind match to their proposed project and factor that into the selection process, so long as a local match is not required for consideration under the DLT A program.

IV. Project and Account Management:

- a. The RPA shall enter into an agreement with each municipality receiving technical assistance through this program. The agreement shall be in a form agreed to by the parties and shall detail a scope of work and budget. The RPA shall establish account codes that enable reports to include detailed expenditures by project.
- b. The RPA shall track expenditures in a manner that details actual direct labor, overhead (**92%**) and direct costs for the period. Staff members working on activities supported by the DLT A allocation shall be paid according to their usual rates and the drawdown of the funds shall occur based on these rates multiplied by the overhead rate. For reporting purposes, staff members providing direct labor to the program shall keep a record of their daily activities using the agency's official timesheet or a comparable reporting and record-keeping instrument.

V. Reporting:

- a. Quarterly:

The RPA shall provide quarterly progress reports documenting tasks, expenditures, and the 10% match to DHCD and the Division of Local Services in electronic format. Quarterly reports shall be due not later than the 15th day of April 2022; July 2022, October 2022, and January 2023. The quarterly report shall address the activity of the prior 3 months, except the April 2022 report shall address activities undertaken from the effective date of this contract. **Each RPA shall use the reporting template provided by DHCD. The reporting of DLT A funds allocated to each project is essential information for the Administration's use in tracking DLT A funds.**

Note a1: Meetings of the Massachusetts Association of Regional Planning Agencies (MARPA) occurring closest to the due date of the quarterly report shall devote time on the agenda for updates and other issues relating to DLT A activity. Notice of such meetings shall be sent prior to each meeting to the Division of Local Services

(croninse@mass.gov), and to the Department of Housing and Community Development (elaine.wijnja@mass.gov).

1. The format of the quarterly reports shall be as determined by DHCD, but shall include at a minimum: project purpose, participating municipality(ies), type of program, project timeline, activities undertaken in the quarter, activities planned in upcoming quarter(s), relationship to funding priorities as described in this contract, expenditures to date, and achieved or expected outcomes, as appropriate.
- b. Legislative Report
In compliance with the statute, the RPA shall also provide a report to DHCD that DHCD shall provide to the Senate Committee on Ways and Means, and the House Committee on Ways and Means, that documents all activities, expenses, matching funds, products, and outcomes of technical assistance for the current grant year in accordance with DHCD's Reporting Instructions. The report shall include a description of the criteria for selection of projects and activities for technical assistance and other narrative information deemed appropriate reflecting activity from contract start date through June 30. This report shall be due to DHCD by **July 15, 2022**. DHCD shall compile all individual RPA reports for the report to the House and Senate Ways and Means Committees as noted above.
- c. Final Report: The RPA shall provide a final report to DHCD and the Division of Local Services on or before the **15th day in January 2023**. The final report shall cover all DLTA activities, products, and financial expenditures, source and type of match for each project, and outcomes achieved/anticipated (e.g., regional agreement executed, regional agreement in progress, bylaw adopted, proposed bylaw on warrant for spring 2020 town meeting) for the period of the contract.

NOTE c1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in the final report. Similarly, any project resulting from a proposal related to the Housing Choice Initiative shall be separately highlighted in the final report.

VI. Priority Funding Areas for Technical Assistance Activities:

In concert with the Massachusetts Association of Regional Planning Agencies (MARPA), the state has identified the priority uses for DLTA funding. RPAs shall focus efforts to distribute the RPA allocation of DLTA funds between two general categories: 1) "Planning Ahead for Housing" (or to help reach the Statewide Housing Production Goal) or "Planning Ahead for Growth"; and 2) Community Compact Cabinet activities as identified below. The goal of the DLTA effort is to direct these funds to projects/activities that result in change in the municipality(ies) receiving these DLTA services, whether in law, regulation, program management, or practice, that serve to further these objectives. At least **30%** of DLTA funding should be used toward these state goals, and the solicitation of municipalities should emphasize these priorities: planning ahead for housing, planning ahead for growth, and Community Compact best practices. Community Compact best practices should include both those that the Administration is seeking to fund as part of the CCC program as a first priority and also best practices that explicitly align with CCC best practices but are not best practices identified in a signed CCC agreement. COVID-19 relief/recovery activities that fall under the above priority categories are eligible.

VII. Use of Funds

Note: DLTA funds shall not be used for any activities related to assertion of the General Land Area Minimum (GLAM) (1.5% of total land area) safe harbor under 760 CMR 56.03 (b) (Chapter 40B).

Examples of eligible activities shall include:

- a. **Planning Ahead for Housing:** Planning and implementation activities that encourage and support affordable and market-rate housing production opportunities or support municipalities complying with new HUD fair housing regulations, specifically related to the Housing Goal of 135,000 new units by 2025, that may include, but are not limited to:
 - The development of market, mixed-income and affordable multi-family housing in transit-oriented-development locations, employment centers, downtown locations and state endorsed Priority Development Areas (PDAs) within the RPA’s jurisdiction, including any “Gateway municipality” (see MGL, c. 23A, s. 3A);
 - The creation of as-of-right zoning districts such as those eligible under DHCD’s Compact Neighborhoods policy or the Chapter 40R/Smart Growth statute including starter homes;
 - Consideration of Transfer Development Rights zoning districts including areas that may qualify as sending and receiving areas.
 - Development of Workforce housing under the Housing Development Incentive Program (HDIP) and Urban Center Housing TIF areas.
 - The creation of prompt and predictable permitting through an Expedited Permitting Priority Development Site using Chapter 43D for Residential;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to construct multi-family residential projects in as-of-right zoning districts and parcels;
 - Identifying multi-family residential projects subject to the Permit Extension Act (as amended), assessing impediments to such projects, and recommending steps that the Commonwealth and/or the applicable municipality could realistically take to enable those projects to go forward;
 - Regional analysis of affordable and market-rate housing needs, to include, for example, preparation of a *Housing Production Plan* pursuant to 760 CMR 56.00 et. seq., and similar undertakings that may guide the execution of a compact among communities for locating affordable and market-rate housing;
 - Assisting one or several municipalities who must comply with requirements under the new Fair Housing regulation issued by HUD;
 - Assisting one or more community to analyze their qualifications to be designated as a Housing Choice Community (including improvements to existing reporting related to Building Permits to the US Census) and/or apply for Housing Choice Initiative capital grants.

- b. **Planning Ahead for Growth:** Planning and implementation activities that encourage and support economic development opportunities that may include, but are not limited to:
- Identification, assessment and mapping of Priority Development Areas (PDAs) and Priority Preservation Areas (PPAs) at the local and regional levels, including discussion of specific areas for multi-family housing growth.
 - Supporting prompt and predictable permitting through the Chapter 43D Expedited Permitting Program for Economic Development projects;
 - Encouraging communities to use the Economic Development Self-Assessment Tool (EDSAT) to assess economic development opportunities within communities and/or regions and to develop implementation strategies based on EDSAT recommendations;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to advance economic development activities;
 - At a city or town's request, identifying economic development projects subject to the Permit Extension Act (as amended), assessing impediments, and recommending steps that state and/or the applicable municipality could realistically take to enable those projects to go forward; and
 - Developing or updating components of municipal master plans and providing technical assistance that supports the implementation of strategies which are designed to advance well-planned growth and development policies and practices.

c. **Supporting the Community Compact, including regionalization**

Supporting municipalities who are seeking to adopt state best practices under the Community Compact Cabinet program, including those who want to pursue projects of a regional nature. The regional planning agency should pursue a strategy intended to assist Compact Communities with implementation of their Community Compact best practice selection(s).

Regional planning agencies also shall work with Administration to generally support the CCC program and the state best practice priorities for municipalities as laid out in the Community Compact program. While first priority shall be Community Compact Program municipalities' best practices as stated on their Compact applications, regional planning agencies are encouraged to also consider requests from 1) Compact Communities seeking to implement best practices not specifically included on their Compact applications and 2) non-Community Compact communities seeking to implement the state's best practices.

A list of the Community Compact best practices is attached and should be attached to any solicitation for proposals.

d. **Supporting the Housing Choice Initiative**

The regional planning agency shall work with Administration to support the Housing Choice Initiative (HCI) and those communities that are seeking assistance to achieve Designation under the HCI. The HCI will designate communities who have produced certain levels of housing and have best practices that allow for compact housing development. First priority shall be to support Designated Housing Choice Communities, regional planning agencies are encouraged to prioritize requests for communities seeking to achieve HC Designation. The activities under "Planning Ahead for Housing" qualify as best practices under the HCI.

NOTE: Funds cannot be used for routine administrative tasks of municipalities, including, but not limited to, grant application preparation, and cannot substitute DLTA funds for which other state resources are available.

VIII. Solicitation of Technical Assistance Requests:

- a. In soliciting technical assistance requests from communities, RPAs should encourage cities and towns to submit projects to achieve Community Compact best practices (see Executive Order #554) that are within the expertise of said RPA.
- b. The RPA shall issue a minimum of 2 solicitations for DLTA projects to member communities within 6 months of execution of this Agreement, unless such requirement shall be waived by DHCD.
- c. The RPA may use various approaches to inform municipalities of the availability of DLTA funds. Each solicitation shall prominently reference the priority uses of the DLTA funds as described in this contract, shall contain the project/selection activity criteria, and shall explain the process for municipalities or groups of municipalities to propose a project/activity. At least 2 notices shall be delivered by U.S. Mail to the Chief Executive Officer of the RPA's member municipalities, and the RPA representative for each member city and town. Further, the RPAs may post information on the RPA's web site, include an announcement in electronic or hard copy newsletters, hold information sessions, make presentations at RPA membership meetings, and/or make presentations at the request of one or more municipalities in the region. DHCD shall receive prior written notice of any presentations made relating to DLTA at any RPA membership meeting(s), including, but not limited to, presentations to subgroups of the RPA's membership.
- d. Unless the RPA has allocated all of its funds as a result of the first solicitation, a second solicitation shall occur as the RPA shall determine, provided, however, that it takes place within 4 months of the initial solicitation. The RPA shall note in its first quarterly report if all funds have been allocated to project proposals received, making a second solicitation unnecessary.
- e. DHCD shall provide to the RPA a specific response regarding redirection of any amount of its allocation remaining for other uses as allowed by MGL, c. 29, s. 2XXX.

IX. Criteria for Project/Activity Selection:

The RPA shall develop criteria for project selection that are consistent with achieving the objectives of the priority funding areas identified in this contract. Factors in determining such criteria may include, but are not limited to, the following: opportunities for collaboration and/or resource sharing; the nature of the impact to be realized as a result of the project (e.g., bylaw adopted, joint procurement solicitation prepared, agreement signed); potential as model for other municipalities/regions; and responsiveness to priority uses for funds as identified herein.

The RPA shall submit its project/activity selection criteria to DHCD by January 30, 2022.

The RPA may contact DHCD to discuss potential project proposals and how they would meet the priority funding purposes.

X. Expected Products/Deliverables:

Each project undertaken shall identify the expected product, e.g.:

- Proposed or adopted bylaw or ordinance;
- Proposed or adopted regional agreement or memorandum of understanding;
- Proposed or adopted permitting procedures;
- Specifications for collective purchasing/procurement;
- Report/analysis with recommendations for local/regional next steps; and
- Report of presentations/workshops/forums held to introduce project findings/results.

In addition, supplementary informational materials, lists and descriptions of materials posted on municipal and/or regional planning agency web sites developed through this contract and publications developed and distributed through one or more project activities shall be referenced in quarterly reports and included in other reports as described in **Section V.** above.

Community Compact Best Practice Areas

Note: DLTA funds shall not be used for any activities related to assertion of the General Land Area Minimum (GLAM) (1.5% of total land area) safe harbor under 760 CMR 56.03 (b) (Chapter 40B).

Age and Dementia Friendly Best Practices

Age-friendly communities are livable for residents of all ages, inclusive of older adults and those living with dementia. Age-friendly communities strive to be equitable and accessible with walkable streets, housing and transportation options, access to services, and opportunities for residents to participate in community activities.

Best Practice: Convene leaders of municipal departments, businesses, local citizen groups, regional planning agencies, and private and non-profit organizations to align interests with a goal of creating an ongoing process of community assessment, action planning and implementation, and prioritize age and dementia-friendly efforts. Create process to support, acknowledge and reward local businesses and non-profit entities that work to become age and/or dementia friendly.

Best Practice: Utilize data for a baseline assessment and recommendations, including Massachusetts Healthy Aging Collaborative (MHAC) Community Profiles or World Health Organization (WHO) Checklist of Essential Features.

Best Practice: Conduct a comprehensive baseline assessment utilizing an indicators analysis and community survey. The assessment will inform action planning and implementation phases.

Best Practice: Conduct a baseline assessment of dementia friendly practices using National Alzheimer's and Dementia Resource Center dementia-capability tool or similar nationally recognized assessment tool or process.

Best Practice: Create maps from the research conducted through the baseline analysis, illustrating the geographic properties of the indicators. These indicators may include, but are not limited to: housing, mobility, food distribution, dementia-friendly services; indicators unique to the community.

Best Practice: Review municipal policies and regulations with a goal of promoting "aging in all policies."

Best Practice: Engage in a community-wide conversation about attitudes toward aging and dementia and language related to aging to raise public awareness that aging is an asset and that individuals living with dementia can make meaningful contributions to community life.

Best Practice: Create an online database with local information and resources of programs, services, discount programs and benefits for older adults and their caregivers.

Best Practice: Develop policies and services to improve elder economic security and help people age in community, such as: property tax deferral program, property tax work-off program, handy man programs, energy assistance, transportation for non-drivers, designation of age-friendly employers, etc.

Education Best Practices

Best Practice: Focus on college and career planning, in collaboration with regional workforce organizations (e.g., MassHire Career Centers), beginning in middle school and continuing through high school.

Best Practice: Implement collaborative arrangements among regional vocational technical schools, comprehensive high schools, and community colleges to maximize opportunities for high school students and adults to access specialized vocational education programs.

Best Practice: Create opportunities for municipal governments to collaborate with high schools and colleges to provide students with internship experiences aligned to their courses of study, especially in STEM-related departments (i.e., IT, engineering department, accounting, etc.).

Best Practice: Improve the alignment and integration of YouthWorks and Connecting Activities programs for local high school students pursuing summer jobs and paid internships.

Best Practice: Strengthen partnerships between public safety, social services, healthcare providers, and local public and private schools to establish systems and protocols for assessing and identifying children and young adults who present risks to themselves or to others, in order to ensure effective and pro-active responses that can prevent violence and provide timely supports to individuals in need.

Energy and Environment Best Practices

Greenhouse Gas Reduction

Best Practice: Plan Ahead to mitigate climate change by establishing goals, creating an action plan, assigning responsibility, and tracking progress

Best Practice: Use Renewable Energy instead of fossil fuels by generating or purchasing clean power and by zoning for renewable power generation

Best Practice: Increase Energy Efficiency in order to reduce power consumption, fuel costs, and GHG emissions

Best Practice: Promote Zero or Low Carbon Transportation to reduce municipal transportation emissions & those from people living/working in the community

Best Practice: Encourage Sustainable Development to reduce, through higher density & mixed-use, the number distance of car trips & resulting GHG emissions

Best Practice: Protect and Manage Natural Resources to reduce carbon emissions from loss of natural land cover and to encourage carbon sequestration

Best Practice: Reduce Municipal Solid Waste and Increase Recycling in order to reduce GHG emissions associated with solid waste disposal

Climate Change Adaptation and Resilience

Best Practice: Complete a Climate Vulnerability Assessment and Adaptation Plan through the Municipal Vulnerability Preparedness (MVP) Program to assess local risks from climate change and identify potential actions to enhance community resiliency

Best Practice: Use Municipal Vulnerability Action Grant or Other Funding to Implement Adaptation Actions that utilize nature-based solutions & engage Environmental Justice communities.

Best Practice: Engage & Protect Vulnerable Populations in adaptation planning & action to decrease risk to those who are more susceptible to climate change effects

Best Practice: Mainstream Climate Resilience into Capital Planning & Budgeting to ensure investments decrease risk & enhance resilience to a changing climate

Best Practice: Integrate Climate Adaptation into Land Use and Environmental Regulation to minimize future risk & costs for new and redevelopment

Energy Efficiency and Renewable Energy

Best Practice: Become a Green Community pursuant to M.G.L. c. 25A §10 to realize the energy & environmental benefits

Best Practice: Construct Zero Energy Buildings (or communities) to eliminate GHG emissions, reduce cost, & enhance resiliency

Best Practice: Provide Electric Vehicle Infrastructure to facilitate the purchase & use of electric vehicles

Best Practice: Become a Solarize Mass or Solarize Mass Plus Community in order to help achieve renewable energy use & GHG reduction goals

Sustainable Development and Land Protection

Best Practice: Complete a Master or Open Space & Recreation Plan to guide land conservation & development decisions including zoning & land acquisition

Best Practice: Zone for Natural Resource Protection, Transfer of Development Rights, Traditional Neighborhood, or Transit Oriented Development

Best Practice: Invest in Land Conservation or Park Creation/Restoration via Community Preservation Act or other funds to protect land & provide outdoor recreation

Best Practice: Plant Trees or Adopt a Tree Retention Bylaw/Ordinance to preserve and enhance tree cover

Water Resource Management

Best Practice: Require Localized Flood Protection Best Practices, including Stormwater Management Measures to increase recharge, manage water movement, reduce pollution, and control flooding to protect lives, public safety, infrastructure, the environment, & critical assets.

Best Practice: Protect Public Water Sources in order to reduce potential threats to water quality and the public health of system customers; establish and maintain emergency connections with other municipal or regional systems.

Best Practice: Manage Water and Wastewater Assets for timely maintenance and rehabilitation, to lower energy use, and to reduce Infiltration and Inflow to minimize unintended storm and waste water in the system

Best Practice: Implement Water Conservation Measures to ensure long-term water resource sustainability, enable growth, & avoid new source development.

Best Practice: Utilize Advanced Financing Tools such as an enterprise fund, stormwater utility, full cost pricing, or water bank for water/waste/storm water systems

Waste Management

Best Practice: Enhance Waste Ban Compliance so that recyclable and hazardous materials are diverted from the waste stream and reused or recycled

Best Practice: Develop Waste Contracts that are fiscally, environmentally, and otherwise beneficial to the community

Best Practice: Adopt Pay-As-You-Throw so that residents have an incentive to reduce trash disposal and save money

Best Practice: Increase the Recycling Rate through regulatory improvements, service expansion, and other mean in order to reduce waste and disposal costs

Best Practice: Enhance Education via Recycle Smart MA, the Recycling IQ Kit, etc. so residents throw away less, recycle more, & follow smart waste practices

Site Cleanup

Best Practice: Complete a Brownfields Inventory so that the community is aware of all abandoned & underutilized properties & can develop plan of action

Best Practice: Conduct Site Assessments to determine the nature and extent of contamination and develop a plan of action

Best Practice: Clean Sites to prevent further releases or the spreading of contaminants and to bring sites back into productive use

Best Practice: Facilitate Site Cleanup and Reuse to encourage assessment, cleanup, & reuse of privately held sites offer tax incentives or update regulation

Agriculture

Best Practice: Adopt a Right to Farm By-law/Ordinance to clearly indicate that agriculture is a local priority and to minimize abutter conflicts

Best Practice: Establish an Agricultural Commission to advocate for local farms, administer a right to farm bylaw, & otherwise represent agricultural interests

Best Practice: Support Sustainable Forestry to help the forest economy in rural areas, improve forest habitats, and assist in the conservation of forest land

Best Practice: Support Local Agriculture including Urban Agriculture, Aquaculture, Floriculture, & Horticulture, via marketing, food sourcing, & Farmers Markets to help local businesses and increase awareness of and access to fresh agricultural products

Financial Management Best Practices

Best Practice: Establish a Budget document that details all revenues and expenditures, provides a narrative describing priorities and challenges, and offers clear and transparent communication of financial policies to residents and businesses.

Best Practice: Develop, document and implement Financial Policies and Practices including reserve levels, capital financing, and use of Free Cash. Such policies should identify the responsible parties and procedural steps necessary to carrying out the directed strategy or action.

Best Practice: Develop and utilize a Long-range Planning/Forecasting Model that assesses both short-term and long-term financial implications of current and proposed policies, programs and assumptions over a multi-year period.

Best Practice: Prepare a Capital Improvement Plan that reflects a community's needs, is reviewed and updated annually, and fits within a financing plan that reflects the community's ability to pay.

Best Practice: Review and evaluate Financial Management Structure to ensure that the structure and reporting relationships of the community's finance offices support accountability and a cohesive financial team process.

Best Practice: Utilize Financial Trend Monitoring, modeled after the ICMA's Financial Trend Monitoring System (FTMS).

Housing and Economic Development Best Practices

Preparing for Success

Best Practice: Create an Economic Development Plan that engages diverse stakeholders, leverages local and regional economic strengths and assets, encourages innovation and entrepreneurship, and/or promotes workforce development planning and implementation.

Best Practice: Align Land Use Regulations, especially zoning, capital investments, and other municipal actions with Housing Development, Economic Development, Master, Land Use Priority or other plans for future growth. Promote development and reuse of previously developed sites.

Best Practice: Create and Distribute an Economic Development Guide/Manual to not only promote development goals and priorities, but also specifically and clearly outlines the community's policies and procedures related to zoning and permitting.

Best Practice: Create Opportunities for Engaging Diverse Stakeholders in economic development efforts, such as to assist with identification of priority development projects, improve local permitting processes, and proactively address obstacles to housing accessibility and affordability as well as job creation.

Best Practice: Create Cross-Sector Partnerships to help carry out community-driven responses to community-defined issues and opportunities for economic development.

Best Practice: Create a District Management Entity that engages public/private stakeholders to develop and support downtown revitalization efforts.

Best Practice: Adopt as-of-Right Zoning and/or Streamlined Permitting to promote development in priority districts.

Best Practice: Adopt Zoning for Mixed-Use Development, including Transit Oriented Development, where appropriate.

Best Practice: Adopt Chapter 40R Smart Growth zoning to facilitate the creation of dense residential or mixed-use smart growth zoning districts, including a high percentage of affordable housing units, to be located near transit stations, in areas of concentrated development such as existing city and town centers, and in other highly suitable locations.

Competitiveness

Best Practice: Engage in an Economic Development Self-Assessment exercise to identify strengths, weaknesses, and areas of opportunity.

Best Practice: Establish and Utilize Performance Data to evaluate the competitiveness of the community, conduct year to year comparisons, and measure performance against comparable communities.

Best Practice: Create a Public Dashboard to benchmark, monitor, and communicate to the public regarding various housing and economic development performance measures.

Housing

Best Practice: Create a Housing Production Plan (HPP) that accounts for changing demographics, including young families, changing workforce, and an aging population.

Best Practice: Amend Zoning By-Laws to allow for increased density and housing opportunities in a manner that is consistent with neighborhood character and supportive of aging in community.

Best Practice: Develop Sector Strategies and Plans in collaboration with various providers and stakeholders to address homelessness for specific high need population groups, such as homeless youth, veterans, older adults, and/or families.

Best Practice: Complete an Assessment of Fair Housing Report, including strategic goals in alignment with HUD's new rules to affirmatively further fair housing. Using HUD data, local data and knowledge, a significant community participation process, and the assessment tool provided by HUD, the community will prepare, complete, and submit its AFH to HUD.

Urban Renewal Planning

Best Practice: Determine need and appropriateness of establishing an Urban Renewal Entity in accordance with MGL chapter 121B. If prepared to proceed, develop action plan and timeline for the creation of the urban renewal entity.

Best Practice: Prepare an Urban Renewal Plan Application in accordance with MGL chapter 121B in partnership with the urban renewal entity.

Human Resources Best Practices

Best Practice: Cost-Out Collective Bargaining proposals so that the impact of the total package is known. This provides the municipality with a clear understanding of both short-term and long-term budgetary impacts.

Best Practice: Develop a Workplace Safety program so that the risk of on-the-job injuries is minimized.

Best Practice: Develop a formal Wage and Classification Plan that details, at a minimum, job descriptions, employee grades, and salary ranges, thereby providing the municipality with a tool to make pay decisions that are reasonable in comparison to similar work being carried out in all areas of city/town government.

Best Practice: Develop Employee Policies and Procedures for things such as discrimination, sexual harassment, information technology use, drug and alcohol, use of social media, and town-owned vehicles.

Best Practice: Manage employee benefit costs such as health insurance, dental insurance, unemployment insurance, and worker's compensation/111F; includes eligibility review and evaluation of insurance choices.

Best Practice: Prepare a Succession Plan to help address the pending wave of retirements that will challenge a municipality's ability to maintain service levels and utilize expertise and experience of mature workers through consulting or mentorship programs.

Best Practice: Explore Centralized Human Resources/Personnel Operations to improve service delivery and build efficiencies.

Information Technology Best Practices

Best Practice: Perform a general IT assessment that results in a written evaluation and best practice recommendations. At a minimum, the assessment should include a review of hardware infrastructure, networking, backup, email and user account management.

Best Practice: Perform a cyber security assessment to identify human and technology risks within the environment, analyze and identify gaps in existing cyber security processes, assess vulnerability to external attack and identify steps to remediate identified issues.

Best Practice: Review technology organizational structure, spending and business goals across the community and develop a strategy to prioritize technology investments.

Best Practice: Design a regional shared IT services program to maximize technology resources across communities and/or school districts.

Best Practice: Develop IT resiliency, recovery and contingency plans that are aligned with community realities and position the community to effectively manage unforeseen events.

Best Practice: Develop a plan to improve digital communications with the public, including content structure on the website, practices around content creation and ownership and social media.

Best Practice: Evaluate open checkbook and/or open budget technologies that are easily consumed by the public, promote transparency, and allow data to be downloaded in a machine-readable format.

Best Practice: Identify a business process that is inefficient and not meeting the expectations of key stakeholders, perform an analysis, and develop a plan to better meet the needs of stakeholders and more effectively leverage technology.

Best Practice: Develop a document and/or records management strategy that results in operational efficiencies and improved responsiveness to the public.

Public Accessibility Best Practices

Best Practice: Undertake an Americans with Disabilities Act (ADA) Self-Evaluation and Develop a Transition Plan to comply with Federal civil rights laws that require public buildings to be accessible to persons with disabilities.

Best Practice: Strive for the Universal Participation (UP) designation from the Mass Cultural Council by encouraging and supporting arts and cultural facilities and events in the community.

Public Health Best Practices

Best Practice: Community Coalitions are a way to become a Prevention Prepared Community. Utilize SAMHSA's Strategic Prevention Framework (SPF) Model as a comprehensive guide to plan, implement, and evaluate prevention practices and programs to address substance use and other community issues. There are multiple SPF strategies communities can implement, which can be reviewed with staff from the Bureau of Substance Addiction Services.

Best Practice: Assess where in the municipality overdoses occur and develop environmental solutions and improve monitoring of hotspots. Place signage in areas where overdoses occur (such as public bathrooms) to promote carrying naloxone and calling for help.

Best Practice: Equip all first responders with naloxone and appropriate medical supplies and ensure all first responder personnel are trained to recognize and respond to an overdose.

Best Practice: Use SAMHSA's Strategic Prevention Framework (SPF) to ensure a consistent data-driven planning process across the community focused on implementing culturally competent and sustainable strategies and interventions that will have a measurable effect on preventing and reducing opioid abuse and opioid overdoses.

Best Practice: Assess opportunities with other municipalities for shared public health services. Examples include infectious disease surveillance and follow-up, retail food establishment inspections, and recreational camp inspections.

Best Practice: Convene local and state health and enforcement officials to develop a standardized response protocol, by region, for animal hoarding. Establish a single point of contact for case responders to report concerns about an individual hoarder or their family. The contact will then seek follow-up by the appropriate service agency, including but not limited to the: Department of Mental Health, Department of Children and Families, Executive Office of Elder Affairs, Disabled Persons Protection Commission, and the Department of Veteran's Services.

Best Practice: Healthy Community Design focuses on changing policies and practices to create conditions for people to eat better and move more where they live, learn, work, and play. Conduct a Built Environment Regulatory Review (BERR), a point-in-time evaluation of existing municipal policies/plans/regulations. The review will provide a baseline from which to prioritize strategies to promote walking and biking. This best practice can be combined with several other best practices that relate to municipal zoning and land-use.

Best Practice: Conduct a Community Food Assessment (CFAs), an evaluation of the food system within a single neighborhood/municipality/region that defines needs and assets to improve access to healthy foods. The evaluation may lead to a Community Food Plan that identifies priority actions (i.e., addition of food retail into a town's economic development plan). This best practice can be combined with several other best practices that relate to municipal zoning and land-use.

Best Practice: Implement and enforce evidence-based tobacco control strategies at the point of sale to reduce youth initiation of tobacco use.

Best Practice: Climate Change Adaptability Planning. Data collection, strategy development and planning at the local level are critical to the overall preparedness and long-term resilience to the effects of climate change. Develop a report that identifies: the range of climate impacts, associated potential health outcomes, vulnerable populations, the additional burden of health outcomes due to Climate Change, and the most suitable health interventions. Use the CDC's BRACE framework to develop and implement a plan that introduces health system program changes.

Best Practice: Develop foodborne illness outbreak protocols and assess capacity to enforce regulations that evaluate food systems.

Best Practice: Identify risk areas for housing sanitation inspection and enforcement and assess capacity to enforce minimum housing standards.

Best Practice: Assess capacity to ensure all housing inspections include lead hazard identification and that lead inspections are conducted when requested by families with small children.

Best Practice: Local boards of health (LBOH) can take a leadership role to advance health equity by: 1) building internal infrastructure, 2) working across government; 3) fostering community partnerships, and 4) championing transformative change. LBOH should adapt strategic practices to advance health equity in local health both internally within their departments and externally with communities and other government agencies. DPH Office of Local and Regional Health and Office of Health Equity staff are available to answer questions and connect LBOH with resources.

Best Practice: Implement the National CLAS Standards within local public health *to help advance and sustain culturally and linguistically appropriate services* by establishing a framework to serve the increasingly diverse communities.

Best Practice: Conduct assessments to ensure people with disabilities have access to facilities, goods, and services.

Best Practice: Disaggregate data by race/ethnicity, income status, sexual orientation/gender identity and expression, and other key demographic factors to identify and address health inequities.

Public Safety Best Practices

Best Practice: Conduct Active Shooter Preparedness and Response Training in collaboration with the Massachusetts State Police Tactical Operations (STOP) Team, onsite with local law enforcement.

Best Practice: Establish an Emergency Preparedness Plan in partnership with the Massachusetts Emergency Management Agency (MEMA) to develop and enhance a community's disaster and emergency response capabilities.

Best Practice: Establish Hazardous Material Response Protocols in conjunction with Regional Hazardous Materials Response Teams under the Department of Fire Services, to enable cities and towns to protect their citizens, the environment, and property during incidents involving a release or potential release of hazardous materials.

Best Practice: Hold In-service Training Programs for Municipal Police to better prepare local police officers and first responders for incidents involving domestic violence, mental health disorders, and substance abuse.

Best Practice: Convene an opioid task force, consisting of key stakeholders, to identify, implement, coordinate and improve strategies around the prevention, intervention, treatment and recovery of substance use disorders.

Best Practice: Adopt Standardized Tools for Domestic Violence Cases by partnering law enforcement with local domestic violence organizations to adopt a best practice policy on training and implementation of standardized, evidence informed danger and strangulation tools. Municipalities are encouraged to apply individually or as a collective.

Best Practice: Establish a Triad program (a partnership of three organizations—law enforcement, older adults, and community groups). This group maintains an ongoing schedule of community education to combat fraud and elder abuse involving the Attorney General’s Office, Office of Consumer Affairs and Business Regulation, District Attorneys, and other state agencies, as appropriate.

Best Practice: Collaborate with the Executive Office of Public Safety and Security and Municipal Police Training Council in specialized training to establish best practices and methods for combatting hate crimes and supporting those of our citizens who have fallen victim to a hate crime.”

Regionalization/Shared Services Best Practices

Best Practice: Regionalize services and share resources among municipalities for efficient and effective service delivery to residents and taxpayers in this era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements.

Transportation / Public Works Best Practices

Citizen Safety

Best Practice: Develop a Safe and Mobile Older Drivers plan for the aging of the population by proactively addressing older driver issues, including education for older road users, infrastructure improvements, and transportation options.

Best Practice: Enhance citizen safety by establishing community-based programs to increase pedestrian, automobile and motorcycle safety. The community will demonstrate participation in the Commonwealth’s Office of Public Safety and Security’s trainings and conferences as well as the dissemination of public safety information to citizens.

Best Practice: Ensure Safe Infrastructure so as to provide a safer environment for all users and modes by implementing traffic engineering enhancements. The municipality will demonstrate regular and routine improvements on locally-funded roads, such as cutting back vegetation at intersections where it is known to interfere with sight distance, clearing brush that obscures traffic signage, renewing or installing

pavement markings, conducting nighttime surveys to check visibility and retro reflectivity, implementing traffic calming measures at known high crash locations.

Best Practice: Establish a sidewalk snow-and-ice removal program for locally-owned sidewalks, with an emphasis on areas serving the most vulnerable users (childcare centers, schools, senior centers, libraries, hospitals, parks).

Active Transportation

Best Practice: Implement the Complete Streets Program by becoming certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.

Best Practice: Utilize Transit-Oriented Development (TOD) fundamentals to create zoning around transit centers that maximizes bike, pedestrian, and transit use and which allows for lower levels of required parking and mixed use to put needed amenities near population centers.

Best Practice: Develop a Safe Routes to School program that also includes student education on pedestrian safety.

Best Practice: Use the MassDOT-issued Municipal Resources Guides for bicycling and walking to plan for and implement better facilities for bicyclists and pedestrians, with an emphasis on creating networks and connections among key destinations (job centers, retail centers, public transit, schools, major residential areas).

Best Practice: Collaborate with Regional Transit Authorities, local employers, and other institutions to support sustainable commuting by providing incentives for bicycling and walking and transit use; facilities to support safe travel without a private automobile; shuttles and other similar transportation services where appropriate.

Best Practice: Collaborate with Regional Transit Authorities to improve local transit outcomes by measuring and managing to outcomes for riders, including overall ridership, ridership among low-income and transit-dependent customers, met and un-met demand for transit service, and connections made to major activity centers.

Best Practice: Establish a program for piloting new forms of micromobility (scooters, bike share, etc.), including collaborating with micromobility providers, measuring performance and usage, developing lessons learned, surveying users, and assessing contributions to overall local mobility.

Training

Best Practice: Participate in the Bay State Roads, which provides on-going training and helps municipalities share ideas and information with other communities about state of the art planning, design, and operational information for city and town public works managers.

Asset and Infrastructure Management

Best Practice: Inventory and Geo-Code all public works assets so that a database of every public works asset is created, geocoded and condition rated, which is used to inform capital planning, as well as emergency repair.

Best Practice: Develop a Pavement Condition Index that rates street condition for the municipality.

Best Practice: Develop a Multi-Year Vehicle Maintenance and Replacement Plan for their municipal vehicle fleet.

Best Practice: Develop a Bridge / Culvert Preventative Maintenance plan to help prolong the life of these critical transportation assets.

Housing Choice Best Practices

Note: DLTA funds shall not be used for any activities related to assertion of the General Land Area Minimum (GLAM) (1.5% of total land area) safe harbor under 760 CMR 56.03 (b) (Chapter 40B).

Best Practices that support affordable housing are shown in *italics* below

1. Have at least one zoning district that allows multifamily by right (*in addition to 40R districts*) where there is capacity to add units and that allows for family housing that is not age restricted and does not restrict units with more than 2 bedrooms (or have a pattern of approving such developments over the last 5 years)
2. *Have Inclusionary Zoning that provides for reasonable density increases so that housing is not unreasonable precluded*
3. *Have an approved 40R Smart Growth or Starter Homes district. Please note, that if your community repealed its only 40R district, it no longer qualifies for this best practice.*
4. Have zoning that allows mixed use or cluster / Open Space Residential development by right that is not part of a 40R district (or have a pattern of approving such developments over the last 5 years)
5. Have zoning that allows for accessory dwelling units by right (or have a pattern of approving ADUs over the last 5 years)
6. *Designated local resources for housing such as established an Affordable Housing Trust, donated land, or spent substantial Community Preservation Act (CPA) funds for community housing over the last 5 years.*
7. Reduced parking requirement for Multi-Family units within the last 5 years or require no more than 1 parking space per unit for multifamily units.
8. Provide evidence of education and training for a majority of members on a land use board (Planning Board, Board of Appeals, Select Board and/or City Council) from **Citizen Planner Training Collaborative**, Massachusetts Housing Partnership's **Housing Institute**, Community Development Partnership's **Lower Cape Housing Institute**, or Urban Land Institute's (ULI's) **Urban Plan Public Leadership Institute** over the last 5 years.
9. *Have units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) that equal or exceed 10% of total year round housing stock according to the DHCD subsidized housing inventory, where such 10% was not reached after local comprehensive permit(s) were denied or conditioned and had the denial or condition overturned by the Housing Appeals Court (HAC).*
10. *Have increased your community's SHI by at least 2.5% points in the last 5 years where such increase was not reached after local comprehensive permit(s) were denied or conditioned and had the denial or conditions overturned by HAC.*

11. Selected a housing best practice as part of a Community Compact
12. *Participate in the Housing Development Incentive Program (HDIP), have adopted an Urban Center Housing Tax Increment Financing district, approved District Improvement Financing (DIF) related to housing, have adopted an Urban Renewal Plan that includes a significant Housing element.*
13. *Have adopted local option property tax relief programs for income eligible seniors either as provided for by statute (MGL c. 59 section 5) or through a home rule petition; OR have adopted a Community Impact Fee for short term rentals (MGL c. 64G, section 3D) where your community has committed in writing to using a portion of such revenues for affordable housing.*
14. *Have a CERTIFIED Housing Production Plan which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information)*

www.mass.gov/housingchoice

BUDGET

DLTA ALLOCATION	10% MATCH
\$50, 000	\$5, 000

(\$3 million allocation formula described in M.G.L, c. 29, s. 2XXX)

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

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

Signature

Date:

Title: Telephone:

Fax: Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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):

Title:

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL