

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
between the
CAPE COD AND ISLANDS WATER PROTECTION FUND MANAGEMENT BOARD
and the
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
regarding
FUNDING IN SUPPORT OF WATER QUALITY EVALUATION, MONITORING, OR
ASSESSMENT IN THE WATERS SURROUNDING CAPE COD AND THE ISLANDS**

This Amendment to the Memorandum of Agreement, is made this ____ of ____, 2024, by and among the duly authorized representatives of the Cape Cod and Islands Water Protection Fund Management Board and the Massachusetts Department of Environmental Protection (collectively, the “Parties”).

WHEREAS, on September 6, 2023, duly authorized representatives of the Parties executed a Memorandum of Agreement (“MOA” of “Agreement”) regarding Funding in Support of Water Quality Evaluation, Monitoring, or Assessment in the Waters Surrounding Cape Cod and the Islands, pursuant to M.G.L. c. 29C, §19, and M.G.L. c. 21A, §18.

WHEREAS, pursuant to Article V.2 of the MOA, the Agreement may be amended or modified, in writing, by the mutual agreement of the Parties.

WHEREAS, the Parties, through mutual agreement, have agreed to amend the MOA for purposes of continuing the activities outlined in Article IV.1, 2 of the Agreement.

WHEREAS, the Parties agree to be bound by the terms of this Amendment, upon execution.

NOW, THEREFORE, the Parties agree to amend the MOA as outlined below. All other provisions of the Agreement remain in full force and effect.

Article III.3 is hereby amended and restated in its entirety, and shall hereafter be and read as follows:

Pursuant to M.G.L. c. 21A, §§18 (d)(6), MassDEP and the Board have negotiated and agreed upon an appropriate Fast Track Schedule and related payments for the Project, based upon the estimated costs, time and effort required for the Project that is the subject of this Agreement. The Project period will commence upon full execution of this Agreement and will conclude on February 29, 2028.

Article IV.1 is hereby amended and restated in its entirety, and shall hereafter be and read as follows:

The Project shall involve the administration of a comprehensive water quality monitoring program, primarily in the waters surrounding Cape Cod, to provide data on nutrients (nitrogen, phosphorous), water temperature, salinity, dissolved oxygen concentrations, chlorophyll, and turbidity for the waters surrounding Cape Cod, spanning from the date of execution of this Agreement, through February 29, 2028.

All water quality monitoring locations subject to this Agreement are listed in Appendix A.

Article IV.3 is hereby amended and restated in its entirety, and shall hereafter be and read as follows:

Based upon the anticipated cost of the services for this Project, the Board has agreed to provide MassDEP with an initial Project Funding payment of \$325,000. Within fifteen (15) days after the original execution of this Agreement, the Board shall direct the Massachusetts Clean Water Trust to transfer the initial Project Funding payment in full to MassDEP. The Board, on an annual basis and following a duly authorized vote, may provide MassDEP with additional payments, in amounts to be mutually agreed upon by the Parties, to effectuate the continuation of the Project in subsequent monitoring seasons, through February 29, 2028. Within fifteen (15) days of a duly authorized vote, the Board shall direct the Massachusetts Clean Water Trust to transfer the authorized payment, in full, to MassDEP.

[No further text appears on this page.]

SIGNATORIES

The undersigned representatives certify that they are fully authorized to enter into this First Amendment to the Agreement, and to legally bind the party on whose behalf they are signing this First Amendment.

IN WITNESS WHEREOF, MassDEP and the Board have executed this First Amendment to the Agreement, as of the later date set forth below.

Kevin Galligan, Chair
Cape Cod and Islands Water Protection
Fund Management Board

Bonnie Heiple, Commissioner
Massachusetts Department of
Environmental Protection

Date

Date

DRAFT