



## **Memorandum of Understanding Cockle Cove and Bucks Creek Salt Marsh Assessment**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Association to Preserve Cape Cod (hereinafter referred to as “APCC”), whose address is 482 Main Street, Dennis MA 02638, and the Chatham Conservation Foundation (hereinafter referred to as “CCF.”), whose address is 540 Main Street, Chatham MA 02633.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions for APCC to complete an initial field assessment and report for the Cockle Cove and Bucks Creek salt marsh complex to document the condition and health of the wetlands resource areas, identify possible sources of impairment, and opportunities for improvement. APCC will gather data to inform future restoration plans, feasibility studies and grant applications for the Cockle Cove/Bucks Creek complex.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect through December 30, 2021. This MOU may be terminated, without cause, by either party upon one-week written notice. Time spent and work completed up to that termination date shall be fully funded and paid. The time for performance and scope of work may be extended or modified by mutual written agreement of the parties.
4. **Responsibilities of APCC.** APCC will coordinate calls and meetings to discuss the status and goals of the CCF regarding protection and restoration of the Cockle Cove and Bucks Creek salt marsh system. APCC will review existing materials, maps and visit the site to further familiarize ourselves with the system. APCC will complete desktop and field data collection according to the tasks described in Appendix A. APCC will consult with regional experts including but not limited to the Massachusetts Division of Ecological Restoration, the Cape Cod Conservation District, and the USDA Natural Resource Conservation Service for input on methods, monitoring and reporting. A final report will be provided compiling all the collected information. APCC proposes to complete this work for a budget not to exceed \$17,200 with final costs based on actual staff time and expense.
5. **Responsibilities of Chatham Conservation Foundation.** CCF is committing to provide APCC with access to their property and copies of existing data or documentation about site or project history. APCC will work with CCF staff, board or volunteers to complete site visits or field assessment as schedules allow but work as proposed is not contingent on CCF assistance. CCF is committing to reimbursement of APCC based on final hours and travel spent completing the scope of work. Invoices will be submitted monthly or quarterly as agreed upon by both parties.

6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
  
7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Association to Preserve Cape Cod**



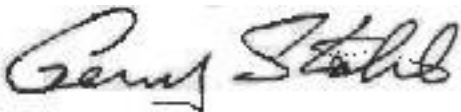
Andrew Gottlieb, Executive Director 4/21/2021

April Wobst, Restoration Ecologist 4/21/2021

**Chatham Conservation Foundation**



Robert Lear, President 4/20/2021



Gerry Stahl, Treasurer 4/16/2021