WATERSHED AGREEMENT

Between the

Cape Cod Conservation District

and

Barnstable County Commissioners

and

The Towns of Barnstable County (See Attachment A)

and

Massachusetts Executive Office of Environmental Affairs
(Hereinafter referred to as the Sponsors)

and the

Natural Resources Conservation Service
United States Department of Agriculture
(Hereinafter referred to as NRCS)

Whereas, application has heretofore been made to the Secretary of Agriculture by the sponsors for assistance in preparing a plan for works of improvement for the Cape Cod Water Resources Restoration Project, Massachusetts (including all land in Barnstable County, except the Massachusetts Military Reservation), under the authority of the Watershed Protection and Flood Prevention Act (16 U.S.C. 10001-1008); and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, as amended, has been assigned by the Secretary of Agriculture to NRCS; and

Whereas, there has been developed through the cooperative efforts of the sponsors and NRCS, a Watershed Project Plan and Areawide Environmental Impact Statement, for works of improvement for the Cape Cod Water Resources Restoration Project, State of Massachusetts, hereinafter referred to as the watershed plan- Environmental Impact Statement, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the sponsors hereby agree on this plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this watershed plan and including the following:

1. Cost-sharing rate for the establishment of enduring land treatment practices is up to 75 percent (commensurate with other programs at time of signing project agreement) of the actual cost of installing the enduring practices in the selected plan for the evaluation unit. The estimated total financial assistance cost for enduring practices is $13,283,000.

2. The NRCS will assist the sponsors in providing technical assistance to landowners or operators to plan and install land treatment practices shown in the plan. Percentages of technical assistance costs to be borne by the sponsors and NRCS are as follows:

Works of improvement	Sponsors (Percent)	NRCS (Percent)	Estimated technical assistance costs (Dollars)
Land treatment practices	0	100	$5,172,000
Adaptive Management	0	100	$1,635,000

3. The sponsors will obtain project agreements for not less than 5 percent of the priority sites identified in the problem area to carry out the planned land treatment measures. These project agreements will be obtained before construction begins on the first priority site.

4. The sponsors will obtain agreements with landowners or operators to operate and maintain the land treatment practices for their design life for the protection and improvement of the watershed.

5. The sponsors and NRCS will each bear the cost of project administration that each incurs, estimated to be $425,000 and $3,854,000 respectively.

6. The sponsors will acquire, or will ensure that land users or operators have acquired, with other than Public Law 83-566 funds, such real property as will be needed in connection with the works of improvement. ($0.)

7. The sponsors hereby agree that they will comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C..4601 et. seq.. as implemented by 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsor is legally unable to comply with the real property acquisition requirements of the Act, it agrees that, before any Federal financial assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance. In any event, the sponsor agrees that it will reimburse owners for necessary expenses as specified in 7 CFR 21.1006(c) and 21.1007.

   The cost of relocation payments in connection with the displacements under the Uniform Act will be shared by the sponsors and NRCS as follows:

	Sponsor Percent	NRCS Percent	Estimated relocation payment costs Dollars[1]
Relocation Payments	100	0	0

8. The sponsors will acquire, or ensure that the landowners or water users have acquired, such rights pursuant to State law as may be needed for the installation and operation of the works of improvement.

9. The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto, will be the actual costs incurred in the installation of works of improvement or an approved variation.

10. This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS and sponsors in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.

11. A separate agreement will be entered into between NRCS and sponsors before either party initiate's work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.

1 Investigation of the watershed project area indicates that no displacements will be involved under present conditions. However, in the event that displacement becomes necessary at a later date, the cost of the relation assistance and payments will be cost shared in accordance with the percentages shown.

12. This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the sponsor has failed to comply with the conditions of this agreement. In this case, NRCS shall promptly notify the sponsor in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the sponsor or recoveries by NRCS shall be in accord with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsor(s) having specific responsibilities for the measure involved.

13. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

14. The program conducted will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statues, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

15. **Certification Regarding Drug-Free Workplace Requirements (7CFR 3017. Subpart F.)**

By signing this watershed agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues;

Criminal drug statute means a Federal or non - Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that they will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   a. The danger of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon for drug abuse violations occurring in the workplace

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will -
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the NRCS in writing, within ten calendar days after receiving notice under paragraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4b, with respect to any employee who is so convicted -
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6

B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

C. Agencies shall keep the original of all disclosure reports in the official files of the agency.

16. **Certification Regarding Lobbying (7 CFR 3018) (applicable if this agreement exceeds $100,000).**

1. The sponsors certify to the best of their knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

c. The sponsors shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

17. **Certification Regarding Debarment, suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR 3017).**

1. The sponsors certify to the best of their knowledge and belief, that they and their principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and,
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the primary sponsors are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

18. Signatures

Witness my hand and seal on behalf of the Town of Barnstable, at Barnstable (Hyannis) this 16th day of February, 2007.

Town of Barnstable

By, John C. Klimm, Town Manager

Town of Bourne

The signing of this plan was authorized by a resolution of the governing body of the Town of Bourne adopted at a meeting held on January 9, 2007
[Date]

By: Linda M. Buem
Title: Chair, Selectboard

Date: January 9, 2007

Secretary: Jamie J. Sonnocki Address: 24 Perry Ave.

Date: Jan 9, 2007 Zip Code: 02532

Town of Brewster

The signing of this plan was authorized by a resolution of the governing body of the Town of Brewster adopted at a meeting held on December 4, 2006.
[Date]

By: Suanne F. Cooney
Title: Chair, Selectboard

Date: December 4, 2006

Secretary: James C. Ehrhart

Date: December 4, 2006

Address: 2198 Main Street

Zip Code: 02631

Town of Chatham

The signing of this plan was authorized by a resolution of the governing body of the Town of Chatham adopted at a meeting held on 1/9/07.
[Date]

By: _____
Title: Chair, Selectboard

Date: 1/12/07

Secretary: LINDA SMULLIGAN

Address: 549 MAIN ST, CHATHAM, MA 02633

Date: 1/12/07

Zip Code: 02633

Town of Dennis

The signing of this plan was authorized by a resolution of the governing body of the Town of Dennis adopted at a meeting held on October 10, 2006.
[Date]

By: _____
Title: Chair, Selectboard

Date: 01-02-07

Secretary: _____ Address: Town of Dennis
P.O. Box 2060

Date: 01-02-07 Zip Code: South Dennis, MA 02660-2060

Town of Eastham

The signing of this plan was authorized by a resolution of the governing body of the Town of Eastham adopted at a meeting held on 12/4/06.
[Date]

By: Linda S. Burt
Title: Chair, Selectboard

Date: 12/18/06

Secretary: Rick Rifkin Sandblom Address: 2500 State Highway

Date: 12/18/06 Zip Code: Eastham, MA 02642

Town of Falmouth

The signing of this plan was authorized by a resolution of the governing body of the Town of Falmouth adopted at a meeting held on _____.
[Date]

By: _____
Title: Chair, Selectboard

Date: 12/19/16

Secretary: _____ Address: _____

Date: 12/19/16 Zip Code: _____

Town of Harwich

The signing of this plan was authorized by a resolution of the governing body of the Town of Harwich adopted at a meeting held on 1-16-07.
[Date]

By: _____
Title: Chair, Selectboard

Date: 1-16-07

Secretary: S. LOMBARD

Address: 732 Main St.

Date: 1-16-07

Zip Code: Harwich, MA 02645

Town of Mashpee

The signing of this plan was authorized by a resolution of the governing body of the Town of Mashpee adopted at a meeting held on December 11, 2006.
[Date]

By: Wayne E. [illegible]
Title: Chair, Selectboard

Date: December 11, 2006

Secretary: John J. Cahalane Address: 16 GREAT NECK ROAD NORTH, Mashpee

Date: December 11, 2006 Zip Code: 02649

Town of Orleans

The signing of this plan was authorized by a resolution of the governing body of the Town of Orleans adopted at a meeting held on December 20, 2006. The resolution also included a stipulation that until a Town Meeting vote was obtained in compliance with the Town Charter, the Town would not bound by the Agreement.

By: John F. Kelly
Title: Town Administrator

Date: January 23, 2007

Secretary: Nanette Babner

Date: January 23, 2007

Address: 19 School Road

Zip Code: 02653

Town of Provincetown

The signing of this plan was authorized by a resolution of the governing body of the Town of Provincetown adopted at a meeting held on

January 8, 2007.
[Date]

By: _____ **Dr. Cheryl L. Andrews**

Title: Chair, Selectboard

Chairman, Board of Selectmen

Date: January 8, 2007

Secretary: Vernon G Porter

Address: 260 Commercial St Provincetown Ma 02657

Date: January 9 2007

Zip Code: _____

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Town of Sandwich

The signing of this plan was authorized by a resolution of the governing body of the Town of Sandwich adopted at a meeting held on January 4, 2007
[Date]

By: _____
Title: Chair, Selectboard

Date: January 4, 2007

Secretary: Kathleen Coggeshall

Address: 130 Main Street, Sandwich, MA

Date: January 4, 2007

Zip Code: 02563

Town of Truro

The signing of this plan was authorized by a resolution of the governing body of the Town of Truro adopted at a meeting held on November 25, 2007.
[Date]

By: Alfred J. Gaechter
Title: Chair, Selectboard

Date: 12/12/06

Secretary: Julia L. Rulon

Date: 12/13/06

Address: P.O. Box 2030
24 Town Hall Rd.
Truro, MA

Zip Code: 02666

Town of Wellfleet

The signing of this plan was authorized by a resolution of the governing body of the Town of Wellfleet adopted at a meeting held on 11/28/06.
[Date]

By: _____
Title: Chair, Selectboard

Date: 12/4/06

Secretary: _____ Address: 300 Main St

Date: 12/4/06 Zip Code: 02667

Town of Yarmouth

The signing of this plan was authorized by a resolution of the governing body of the Town of Yarmouth adopted at a meeting held on December 5, 2006.
[Date]

By: James K. Saben
Title: Chair, Selectboard

Date: December 6, 2006

Secretary: Aubrey Groskopf

Date: December 6, 2006

Address: Yarmouth Town Hall
1146 Route 28
Zip Code: South Yarmouth, Ma. 02664

Barnstable County Commissioners

The signing of this plan was authorized by a resolution of the governing body of the Barnstable County Commissioners adopted at a meeting held on 12/20/06.

[Date]

By: _____

Title: Chairman

Date: 12/20/06

Address: _____

_____

Cape Cod Conservation District

The signing of this plan was authorized by a resolution of the governing body of the Cape Cod Conservation District adopted at a meeting held on

7 Dec 2006.
[Date]

By: [illegible]
Title: District Chairman

Date: 12 Dec 2006

Address: Box 678

BARNSTABLE MA 02630

Massachusetts Executive Office of Environmental Affairs

By: _____

Ian A. Bowles, Secretary

Date: March 26, 2007

Address: 100 Cambridge, 9th Floor

Boston, MA 02114

Natural Resources Conservation Service
United States Department of Agriculture

Approved by:

_____

CHRISTINE CLARKE, State Conservationist

Date: _____

Address: 451 West St.

Amherst, MA 01002

The Towns of Barnstable County

Barnstable

Bourne

Brewster

Chatham

Dennis

Eastham

Falmouth

Harwich

Mashpee

Orleans

Provincetown

Sandwich

Truro

Wellfleet

Yarmouth