

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN BARNSTABLE COUNTY AND CAPE LIGHT COMPACT**

SECTION I. PREAMBLE

This Administrative Services Agreement ("Agreement") is entered into between Barnstable County ("the County") and the Cape Light Compact ("Compact"). The purpose of this Agreement is to allow the County to provide the Compact with a variety of administrative and financial services under the terms specified below.

Within this document, the terms "parties" refers to the County and the Compact.

SECTION II. INTERPRETATION

This Agreement is not intended to expand upon or alter any authority that the Compact has under the "Inter-Governmental Agreement of the Cape Light Compact" dated October 1, 1997 ("Inter-Governmental Agreement"), as amended from time to time, or any successor Inter-Governmental Agreement, nor expand upon or alter any authority that the County has under the Barnstable County Charter ("Charter"), St. 1988, ch. 163 or any successor Charter. This Agreement shall be interpreted to be in accordance with the Inter-Governmental Agreement, the Charter, the policies and procedures of the County, and other relevant provisions of the Massachusetts General Laws. If any terms of this Agreement shall be deemed in conflict with either the Inter-Governmental Agreement, the Charter, the policies and procedures of the County, or any provisions of the General Laws, this Agreement shall yield.

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances, other than those to which it is held invalid, shall not be affected.

Funding provided by Barnstable County, through its General Fund and/or other County funds, for the purpose of providing staff and technical support to the Cape Light Compact shall be governed by the rules and regulations of Barnstable County, including the Barnstable County Charter and the Barnstable County Administrative Code, and shall not be subject to the terms and conditions of this Agreement.

SECTION III. MANAGEMENT OF COMPACT FUNDS

A. The parties agree that the County may set up a Cape Light Compact fund and act as fiscal administrator of any funds which may be due or owing to the Towns through the Compact (whether in the nature of payment, grants, financial contributions, or otherwise), provided, however, that the County shall segregate those funds from all other funds that it controls or maintains and shall hold those funds solely for the benefit of the Compact. The

County shall set up and maintain such accounts as may be necessary to properly segregate and account for any such funds received. For these purposes, the County shall act only as fiscal administrator and manager for the Compact, and shall not gain any right or title to such funds, other than interest earned thereon. The Compact agrees that, whenever necessary to carry out the intent of this paragraph, it shall instruct third parties to direct their payments to Barnstable County. The costs or fees associated with said accounts, if any, shall be deducted from account funds.

B. The parties agree that the County may draw upon or otherwise expend any of the funds which it has received pursuant to the provisions of the preceding paragraph to make payments on bills, debts and obligations of the Compact, provided that the Compact has duly authorized payment of such bills, debts or obligations in accordance with this agreement and that sufficient funds are available.

The parties agree that the County shall be reimbursed for any reasonable charges or expenses it incurs in carrying out the purposes of this paragraph, provided, however, that the County first presents to the Compact for its approval a summary of any such charges and expenses. Both parties agree that notwithstanding the foregoing, the County shall not be required to provide County funding to cover any shortfall of funds in Cape Light accounts were such to occur.

C. The County shall provide the Compact with reports on the Compact's financial status under this Section on a periodic basis, and as reasonably requested by the Compact. All books and records of the County relating to the activities of the Compact under this Agreement shall be available to the Compact for inspection. The County shall include a review of the Compact's funds in its annual audit.

SECTION IV. SERVICES TO BE PROVIDED BY THE COUNTY

A. The parties agree to the following process for the procurement of goods and services related to the Cape Light Compact.

1. The County will provide administrative services necessary for procuring goods and services on behalf of the Compact. The County, in its sole discretion, may designate one or more of its employees to serve as staff for the Compact and to provide the services set forth in this Agreement. The parties agree that the purchase of goods and services for the Compact shall comply with the County's procurement process. The purchase of goods and services on behalf of the Cape Light Compact with a value of \$1,000.00 or less shall be at the discretion of the County. The purchase of goods and services on behalf of the Compact with a value greater than \$1,000.00 but less than \$10,000.00 shall require the authorization of the Compact's Treasurer. The purchase of goods and services on behalf of the Compact with a value greater than \$10,000.00 shall require the authorization of the Compact's Governing Board.

2. The County shall have the authority to sign contracts on behalf of the Compact, provided that prior to signing any specific contract or contracts the Compact has duly authorized the County to sign on its behalf.
 3. After being so directed by the Compact, the County shall prepare solicitation of quotes, Requests for Proposals ("RFP") or Invitations for Bids ("IFB") for goods and services on behalf of the Compact.
- B. Nothing in this section shall be interpreted to limit the ability of the Compact or any member town to sign contracts in their own names.
- C. Nothing in this Agreement shall be interpreted to limit the fiduciary responsibility and authority of the County Treasurer under Massachusetts General Laws, or local laws and ordinances.

SECTION V. RESPONSIBILITIES OF THE COMPACT

1. The Treasurer of the Compact shall review in a timely manner all purchase requisitions on behalf of the Compact with a value greater than \$1,000.00 but less than \$10,000.00. The Purchase of goods and services with a value greater than \$10,000.00 shall require the authorization of the Governing Board, consistent with the terms of the Intergovernmental Agreement.
2. The Governing Board shall authorize the County to execute contracts on its behalf.
3. The Compact authorizes the County to prepare solicitation of quotes or RFP or IFB for goods and services. The Compact agrees as part of this process to appoint a review or advisory committee where appropriate. The Compact shall approve all specifications for RFP and Bid documents. The Compact shall authorize the County to award Bids and RFPs on its behalf, subject to the conditions within this agreement.
4. Prior to submission of the County for payment, the Treasurer of the Compact, or his/her designee, shall approve all vendor invoices with a value greater than \$1,000.00 but less than \$10,000.00. Vendor invoices with a value greater than \$10,000.00 shall require the authorization of the Governing Board.

SECTION VI. NOTICES

All notices and other communications required by this Agreement or which are necessary in carrying out the terms of this Agreement shall be made:

To the County:

Barnstable County Commissioners
Attention: Margaret T. Downey
P.O. Box 427
Superior Courthouse
Barnstable, MA 02630

To the Compact:

Chairman
Cape Light Compact
P.O. Box 427
Superior Courthouse
Barnstable, MA 02630

Either party may specify a different address by sending notice as provided in this section.

SECTION VII. TERM OF AGREEMENT, TERMINATION AND MODIFICATION

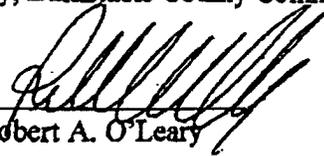
A. Both parties agree that the provision of County funds for the Cape Light Compact is subject to annual appropriation. In addition, the provision of administrative services by the County under this Agreement is subject to annual appropriation by the County.

B. This Agreement shall be effective as of the date that the last of the of the parties signs below, and shall continue in effect unless notice of termination is given by either party. A notice of termination shall be in writing, delivered to the other party pursuant to the "Notices" provisions above, and shall not take effect prior to three months after the date of receipt of said notice.

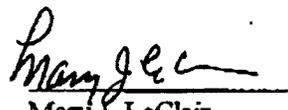
C. This Agreement may only be amended or modified by a written instrument signed by both parties.

Signed this 5th day of April, 2000,

By, Barnstable County Commissioners:


Robert A. O'Leary

Christine Dolen


Mary J. LeClair

Signed this tenth day of April, 2000, for the Cape Light Compact.


(NAME)

Chairman
(TITLE)