

MEMORANDUM OF AGREEMENT
AND
CONTRACT FOR SERVICES

This Memorandum of Agreement between Barnstable County (the "County"), acting through its County Commissioners, and the Mercy Otis Warren Cape Cod Woman of the Year Selection Committee (the "Committee"), is entered into this ____ day of July, 2015.

Whereas, the Mercy Otis Warren Cape Cod Woman of the Year Selection Committee provides services to Barnstable County for perpetuating the historic record of Cape Cod and Barnstable County including recognition of the iconic role of James Otis, a Revolutionary War patriot from Barnstable, Massachusetts and his sister, Mercy Otis Warren, an inspirational patriot from Barnstable, Massachusetts:

Whereas, Barnstable County recognizes the importance of documenting the historical heritage of Cape Cod memorialized by statues of James Otis and Mercy Otis Warren at the historic Barnstable County Court House, the seat of Barnstable County and the Cape Cod Regional Government;

Now therefore, Barnstable County ("the County") enters into this Memorandum of Agreement and Contract for Services with the Mercy Otis Warren Cape Cod Woman of the Year Selection Committee ("the Committee") as follows:

1) The Mercy Otis Warren Cape Cod Woman of the Year Selection Committee will continue to document and publicize the historical heritage of Barnstable County and its contribution to the Revolutionary War through activities relating to the statues of James Otis and Mercy Otis Warren at the Barnstable County and awards recognizing contributions by

citizens of Barnstable County. The Committee will coordinate and supervise activities relating to an annual Woman of the Year Award in the name of Mercy Otis Warren to a Barnstable County female resident who has made significant contributions to the Arts, Education, Business and/or Community Involvement through Patriotism.

2) In consideration for the foregoing, Barnstable County agrees to provide, use of the County Website for promotional and educational purposes of the Committee, including the placement of a nomination application on the County website, serve as the receiving agent of nominations on behalf of the Committee and to appropriate the sum of five hundred dollars (\$500.00) for each fiscal year so that the Committee may carry out the responsibilities enumerated in paragraph 1 herein. The County shall also serve as the fiscal agent of the fund account adopted for the appropriation of monies specific to the activities of the Committee in preparation and recognition of the Award;

3) This Agreement shall be renewed annually on or before July 1st of each successive year. The Committee shall make a request in writing to the County during the first week of June of each successive year seeking a continuation of this Agreement. In addition, the Committee shall make a written notification to the County as to the winner of the Award once the Committee has made its final determination. Either the County or the Committee may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date;

