

MEMORANDUM OF UNDERSTANDING
BETWEEN

Barnstable County Commissioners
3195 Main Street
Barnstable, MA 02630

and

Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

Whereas the Barnstable County government (hereafter the County) operates under the Barnstable County Home Rule Charter (hereafter the Charter), as enacted in Chapter 163 of the Acts of 1988, as amended, and its Administrative Code, and

Whereas, the County, per Section 1-6 of the Charter, is specifically empowered, through the adoption, amendment or repeal of ordinances, or the provision of an administrative code, to organize and regulate its internal affairs; create, alter and abolish agencies, offices, positions and employments and define the powers, duties, responsibilities and functions thereof; establish qualifications for persons holding office, positions and employments, provide for the manner of appointment and removal and the salary or other compensation to be paid; and, per Section 1-6 of the Charter, is also specifically empowered to contract with or sign agreements with other governmental units for the provision of a joint, coordinated or cooperative service or function, and

Whereas, per Section 3-2 of the Charter, the executive powers of the County are vested solely in the board of Barnstable County Commissioners (hereafter the Commissioners) and may be exercised either directly by such board, or through the several county agencies under its direction and supervision, and which, per Section 3-4 of the Charter, may authorize any officer or employee of the County to exercise any power, function or duty assigned to it, and

Whereas, the Cape Cod Commission (hereafter the Commission) was created by a separate special act, Chapter 716 of the Acts of 1989 (hereafter the Act), as amended, to be an agency within the County, and, per Section 4 of the Act, is specifically empowered to retain, employ and remove employees, consultants, agents and attorneys, consistent with Barnstable county administrative, personnel and budgetary procedures, as needed to carry out its responsibilities under the Act and to enter into contracts with the approval of the Commissioners, and

Whereas the Commissioners and the Commission (collectively hereafter the Parties) wish to outline responsibilities by which the Parties will operate in areas of mutual interest and expertise.

Now therefore, the Parties hereby agree as follows:

1. The Commissioners:

- a) Subject to availability of funds, will allocate an annual budget within the County's departments and/or special revenue funds to support the Commission's work related to requested services to be performed for the County by the Commission in an amount not to exceed the amount appropriated in the annual budget.
- b) Will provide various requests for technical assistance for, and through, departments within Barnstable County as it develops its fiscal year budget pursuant to an agreed upon scope of work.

2. The Commission:

- a) Will provide the services requested by the County and mutually agreed upon by the Parties.
- b) Will coordinate work activities and projects with County staff to maximize resources as appropriate.
- c) Will submit its annual budget request, including any mutually agreed upon services requested by the County, in accordance with the County's finance and administration procedures.

3. Reimbursement/Payment:

- a) The Commission will submit, through an internal billing process, invoices for mutually agreed upon services provided in an amount not to exceed the amount appropriated in the annual budget.
- b) All invoices will be paid and reconciled on or before the end of the fiscal year in which the services were performed. Except for funds encumbered prior to the end of the fiscal year, no roll over of available appropriations will be carried into the subsequent fiscal year.

4. Miscellaneous

- a) This MOU may be amended by mutual agreement of the Parties in writing.
- b) This MOU will be effective upon execution and continue until the Parties terminate it in writing.

IN WITNESS WHEREOF, the Commissioners and Commission have executed this Memorandum of Understanding this _____ day of _____ in the year two thousand and eighteen.

FOR BARNSTABLE COUNTY COMMISSIONERS:

FOR THE COMMISSION:

Leo Cakounes, Chair

Kristy Senatori, Acting Executive Director

Ronald Beaty, Vice-Chair

Date

Mary Pat Flynn, Commissioner

Date