

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN THE CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.
AND BARNSTABLE COUNTY**

SECTION I. PREAMBLE

This Administrative Services Agreement ("Agreement") is entered into between the Cape & Vineyard Electric Cooperative, Inc. (the "Cooperative"), a Massachusetts cooperative corporation, and Barnstable County (the "County"), an initial member of the Cooperative. The purpose of this Agreement is to allow the County to provide the Cooperative a variety of administrative and financial services under the terms specified below. Within this Agreement, the term "Parties" refers to the Cooperative and the County, and the term "Party" refers to the Cooperative or the County.

SECTION II. INTERPRETATION

This Agreement is not intended to expand upon or alter any authority that the Parties have under, among other things, the Cooperative's organizational instruments, the Barnstable County Charter (the "Charter"), St. 1988, c. 163 or any successor charter, and the Massachusetts General Laws. This Agreement shall be interpreted to be in accordance with the Cooperative's organizational documents, the Charter, the policies and procedures of the County, and relevant provisions of the Massachusetts General Laws. If any terms of this Agreement shall be deemed in conflict with the Cooperative's organizational documents, the Charter, the policies and procedures of the County, or any provisions of the Massachusetts 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 the County, if any, through its General Fund and/or other County funds, for the purpose of providing staff and technical support to the Cooperative shall be governed by the rules and regulations of the County, including the Charter and the Barnstable County Administrative Code, and shall not be overridden by the terms and conditions of this Agreement.

SECTION III. MANAGEMENT OF COOPERATIVE FUNDS

A. The Parties agree that the County may set up one or more Cooperative funds and act as fiscal administrator of any funds which may be due to or owing through the Cooperative (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 Cooperative. 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 Cooperative, and shall not gain any right or title to such funds. The Cooperative agrees that, whenever necessary to carry out the intent of this Agreement, it shall instruct third parties to direct their payments to the 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 Cooperative, provided that the Cooperative has duly authorized payment of such bills, debts or obligations in accordance with this Agreement and that sufficient funds are available.

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

D. All books and records of the County relating to the activities of the Cooperative under this Agreement shall be available to the Cooperative for inspection. The County shall include a review of the Cooperative'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 Cooperative.

1. The County will provide administrative services necessary for procuring goods and services on behalf of the Cooperative. The Parties agree that the purchase of goods and services for the Cooperative shall comply with the County's procurement process and applicable public procurement laws. The purchase of goods and services on behalf of the Cooperative 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 Cooperative with a value greater than \$1,000.00 but less than \$10,000.00 shall require the authorization of the Cooperative's Treasurer. The purchase of goods and services on behalf of the Cooperative with a value greater than \$10,000.00 shall require the authorization of the Cooperative's Board of Directors and/or Executive Committee, as may be required pursuant to the Cooperative's Bylaws.
2. Upon request by the Cooperative to meet its staffing needs, the County shall designate one or more of its employees to provide staffing support, or shall hire additional employees as appropriate, for the Cooperative with duties including, but not limited to, provision of the services set forth in this Agreement, provided that the Cooperative shall allocate funds to the County for such staff.

Staff shall be subject to the Massachusetts Conflict of Interest Law, G.L. c. 268A, as set forth in Section VI below.

3. The County shall provide financial reports to the Cooperative on a monthly basis.

4. After being so directed by the Cooperative, the County shall prepare solicitation of quotes, Requests for Proposals ("RFP") or Invitations for Bids ("IFB") for goods and services on behalf of the Cooperative.

B. Nothing in this Section shall be interpreted to limit the ability of the Cooperative or any of the Cooperative's member towns to sign contracts in their own names or to conduct their own procurements.

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 COOPERATIVE

A. The Treasurer of the Cooperative shall review in a timely manner all purchase requisitions on behalf of the Cooperative 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 Board of Directors and/or the Executive Committee, consistent with the Cooperative's Bylaws.

B. The Cooperative's Board of Directors and/or its Executive Committee may authorize the County to execute contracts on its behalf on an individual basis, or as otherwise directed by the Cooperative's Board of Directors and/or its Executive Committee.

C. The Cooperative's Chief Procurement Officer, or other officer as may be specifically designated by the Cooperative's Board of Directors and/or its Executive Committee may authorize the County to prepare solicitation of quotes or RFP or IFB for goods and services and to award IFBs and RFPs on its behalf, subject to the conditions within this Agreement. The Cooperative agrees as part of this process to appoint a review or advisory committee where it deems it appropriate to do so. The Cooperative's Chief Procurement Officer, or other officer as may be specifically designated by the Cooperative's Board of Directors and/or its Executive Committee, shall approve all specifications for RFP and Bid documents.

D. Prior to submission of the County for payment, the Treasurer of the Cooperative, 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 Board of Directors and/or the Executive Committee, as may be required pursuant to the Cooperative's Bylaws.

SECTION VI. APPLICATION OF G.L. c. 268A; RELATIONSHIPS WITH RELATED COUNTY AGENCIES

Public employees are subject to the Massachusetts Conflict of Interest Law, G.L. c. 268A, and County and Cooperative employees shall therefore act at all times in conformity therewith. The Cooperative has not received a formal determination as to its classification under this statute, but it may be considered a county agency as such term is defined under the statute. The County and the Cooperative recognize that a public employee that works for two or more county agencies may find that each agency has an interest in a particular matter. County employees may be asked to work on matters for the County and the Cooperative or for the Cooperative's affiliated organization, the Cape Light Compact (the "Compact"). In order to help employees identify and properly address potential conflicts under the Conflict of Interest Law, employees should consider the following: (i) the Cooperative's founding purpose is to develop renewable energy projects and otherwise procure generation and generation-related products (i.e., RECs); (ii) the Compact is a municipal aggregator and serves the complementary purposes of arranging for retail power supply, consumer advocacy and energy efficiency; (iii) the Cooperative seeks to finance and develop such projects and to provide generation to its members and the Compact (to be blended with its retail power supply); and (iv) the County is a member of the Cooperative and the Compact, the County intends to purchase generation from the Cooperative and the County participates in the Compact's energy efficiency programs.

SECTION VII. TERM OF AGREEMENT, TERMINATION AND MODIFICATION

A. Both Parties agree that the provision of County funds, if any, for the Cooperative 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 representative 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.

SECTION VIII. 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
Attention: Mark Zielinski, Administrator
P.O. Box 427

Superior Courthouse
Barnstable, MA 02630

To the Cooperative:

Cape & Vineyard Electric Cooperative, Inc.
Attention: Margaret T. Downey, Clerk
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 IX. MISCELLANEOUS

A. This Agreement shall be deemed the collective work-product of the Parties hereto, and shall not be construed against either Party by reason thereof.

B. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof.

C. Unless all Parties otherwise agree, the provision in Section III(B) regarding reimbursement of the County shall survive termination of this Agreement.

D. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver contracts, deeds, assignments, conveyances, other instruments and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the other Party for the purpose of effecting or confirming any of the activities, purposes or transactions contemplated by this Agreement.

[Signature Page to Follow]

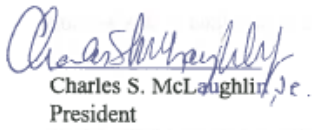
Signed this 29TH day of April, 2009, for Barnstable County by Barnstable County Commissioners:


Sheila Lyons
Chair


Mary Pat Flynn
Vice Chair


William Doherty
Commissioner

Signed effective as of March 27, 2009, for the Cape & Vineyard Electric Cooperative, Inc.


Charles S. McLaughlin, Jr.
President


Margaret T. Downey
Clerk