

AGREEMENT BETWEEN THE TOWNS OF  
Aquinnah, Chilmark, and West Tisbury

With respect to the Up Island Council on Aging Operations

THIS AGREEMENT entered into this eleventh day of February, 2025 by and between the Towns of Aquinnah, Chilmark, and West Tisbury, located in the Commonwealth of Massachusetts (hereinafter "the Towns"):

WHEREAS the Towns wish to enter into an agreement pursuant to MGL c.40, §4A to cooperatively operate and maintain the Up Island Council on Aging (hereinafter "UICOA");

AND WHEREAS the parties to this AGREEMENT wish to establish uniform and equitable procedures respecting the financing, maintenance, and operation of the UICOA;

NOW, THEREFORE, THE TOWNS ENTER INTO THIS AGREEMENT with each other, pursuant to the provisions of section 4A of chapter 40 MGL in the following form and manner:

1. **FISCAL AGENT** - The Town of West Tisbury shall serve as fiscal agent for the UICOA and assume control of all receipts and disbursements associated with the operation and maintenance of the UICOA, irrespective of source. The UICOA is, for fiscal purposes, hereby deemed a department of the Town of West Tisbury. The Town of West Tisbury will be responsible for payment of all operating expenses of the UICOA. All operating expenses of the UICOA, which includes the costs of operating and maintaining the building in which the UICOA is located but specifically excludes the costs of any and all capital improvements to the building, are subject to appropriations by the individual Towns. Individual yearly town assessments will be calculated pursuant to the provisions contained in Section 4 of this agreement and divided into 4 equal installments for billing. The Town of West Tisbury will bill the two other towns their quarterly assessments on July 1, October 1, January 1, and April 1 of each year. Quarterly assessments will be payable to the Town of West Tisbury within 30 days of billing.
  
2. **UICOA EMPLOYEES** - The Director of the UICOA and all of its full-time, part-time, and consulting staff are deemed to be employees of the Town of West Tisbury and eligible for all employee benefits made available to other town employees, subject to the restrictions of applicable law and the personnel policies of the Town of West Tisbury.
  
3. **ANNUAL BUDGET - PREPARATION** - It is the duty of the UICOA Director, in consultation with the

UICOA Board, to prepare an annual operating budget and submit it in a timely manner to the Select Boards of the Towns. The budget shall be presented in a format which incorporates the following information:

A. Total Budget - The total of all proposed operating expenditures.

B. Applicable Estimated Receipts - An enumeration of all anticipated receipts, and other revenues (other than those received from appropriations by the Towns) which will be utilized to defray any part of the total budgeted expenditures, including but not limited to State Formula Grant awards to the Towns.

C. Net Budget - The difference between the Total Budget and Applicable Estimated Receipts which shall equal the proposed amount to be raised and appropriated by the Towns.

D. Facility Budget - Those budget lines included within the Total Budget which pertain to the operation, maintenance and repair of the physical plant including major systems utilized by the UICOA. Capital improvements to the building including its fixtures and all mechanical systems will be the responsibility of the Town of West Tisbury and not subject to apportionment. Operating Expenses shall include the operating costs, maintenance and repairs to the building in which the UICOA is located and will be the responsibility of all of the Towns and the costs will be apportioned pursuant to the provisions contained in Section 4 of this Agreement.

Nothing in this MOU will be assumed to apply to any funding formula for any renovation or expansion of the existing building.

4. ANNUAL BUDGET - APPORTIONMENT OF COSTS - The Net Budget of the UICOA shall be apportioned to the Towns based upon the percentage of seniors (60+) in the population of each Town as determined by the Street Lists provided by the Town Clerks of each town.

A review of these percentages by the UICOA will take place annually on December 1st of each year and the apportionment shall be changed to reflect any alterations in the percentage of senior (60+) population of the towns for the following fiscal year.

There will be an accounting at the end of each fiscal year, and if the amount of assessments exceeded actual expenditures, then each town will be refunded their share of the excess assessment or be applied to reduce their assessment in the following year, at the option of each Town.

If unforeseen and necessary expenditures cause actual expenditures to exceed the assessments,

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each town's share of the deficit may be added to the next budget cycle's assessment calculation.

5. ANNUAL BUDGET - APPROVAL - The annual operating and maintenance budget of the UICOA, as prepared by the Director, is subject to the approval and appropriation by the Towns.

6. EMERGENCY EXPENDITURES - Unforeseen and necessary expenditures relating to the operation of the UICOA shall be shared by the Towns consistent with apportionment ratios in effect set forth in Section 4 of this Agreement, and subject to the approval and appropriation by the Towns.

7. AMENDMENTS - This Agreement shall be reviewed by the UICOA Board and Director on an annual basis and may be amended at any time by unanimous agreement of the Towns in writing.

8. TERMINATION - Any Town may terminate its status as party to this AGREEMENT by giving written notice to all other Towns and to the UICOA Board. The Towns agree that the effective date of such termination will be the first day of the second July following the date of such written notice.

9. EFFECTIVE DATE - This AGREEMENT becomes effective on the first day following the date of approval by the third member town so voting to approve.

----- END OF DOCUMENT SIGNATURE PAGE FOLLOWS -----

Aquinnah Selectboard

Chilmark Selectboard

West Tisbury Selectboard

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