

THIS AGREEMENT is entered into between the County of Dukes County (the “County”), a body politic of the Commonwealth of Massachusetts and the Towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury and West Tisbury, collectively (the “Towns”), each a Massachusetts municipality located on the Island of Martha’s Vineyard, on this \_\_\_\_ day of \_\_\_\_\_, 2015.

RECITALS: Each of the Towns has entered into an inter-municipal agreement with the County pursuant to the provisions of the Massachusetts General Laws Chapter 40, Section 4A under which the County has undertaken to provide a comprehensive set of social services to senior residents of the Towns, to be known as the Island Senior Center (the “Center”). The County is undertaking to acquire an appropriate site for the Island Senior Center and after issuing a request for proposals under the provisions of Massachusetts General Laws Chapter 30B, Section 16(b), has identified land and buildings located at 29 Breakdown Lane, Tisbury, Massachusetts (the “Building”) as an appropriate site for the Center.

By Section 112 of Chapter 287 of the Acts of 2014, the Massachusetts General Court has authorized the County to borrow up to the sum of \$1,600,000 for the purpose of acquiring the Building. Each of the Towns ~~has intends to~~ presented to its Annual Town Meeting an Article (a) approving such borrowing, (b) authorizing the County to assess each town its proportionate share of the debt service outside of the limits of General Laws chapter 59, section 20A as a service subscribed to at local option, and (c) approving a special formula for the assessment of such costs.

The parties herein seek to enter into a separate agreement in accordance with the provisions of Massachusetts general Laws chapter 40, section 4A to confirm the County’s

undertaking to the Towns in connection with such borrowing, and to confirm and approve the methods by which the cost of servicing such debt costs will be allocated to the Towns.

NOW THEREFORE, the parties agree as follows:

1. The County agrees that, ~~upon securing affirmative votes from the Annual Town Meeting of each of the Towns,~~ it will borrow the sum of \$1,600,000 by issuing notes for a term of ten years. It will use the proceeds to acquire by purchase the Building, plus certain improvements thereto, in accordance with the purchase and sale agreement attached hereto as Exhibit "A," as the same may be amended prior to closing, provided that no such amendment shall materially affect the rights and obligations of the Towns hereunder without their consent.

2. Upon acquisition of the Building, the County agrees to use it for the purpose of operating the Center, provided that the County shall lease excess space within the Building, not needed for operation of the Center at fair rental value and apply rents received to reduce the maintenance cost of the Building, and provided further, that the County may, with the approval of its Advisory Board, make such space available for less than fair value, or without monetary consideration, for use by a department, board or committee of the County or of one of the Towns, or by a not-for-profit corporation, provided however that any use by a Town or a not-for-profit corporation at less than fair value shall require the approval of all the Towns.

3. Debt service for the Towns authorized by section 1 shall be assessed to the Towns in accordance with the provisions of Massachusetts General Laws chapter 35 and section 112 of Chapter 287 of the Acts of 2014, provided that the costs of such borrowing will be assessed to the Towns in accordance with the following formula: fifty percent (50%) of the cost will be assessed to the Towns in proportionate to their 2014 town census, and fifty percent (50%) will be

apportioned among the Towns in proportion to their equalized valuation for the fiscal year 2015, as calculated by the Massachusetts Department of Revenue.

4. In the event that the County is abolished or ceases to exist for any reason, or in the event that the County ceases to operate the Center for a period of sixty consecutive days, the County shall transfer the Building by quitclaim deed to the Towns' nominee as set forth in written instructions approved by the boards of selectmen of each of the Towns, or, in the absence of such instructions, to all of the Towns as tenants in common, with individual fractional percentage ownership allocated in proportion to each Town's contribution to debt service in accordance with the formula established by section 3 of this Agreement, and the Building shall be sold unless all of the Towns agree otherwise.

~~5. The obligations of the parties hereunder are subject to the condition that each of the Towns authorize the borrowing contemplated hereby by vote of annual or special town meeting no later than December 31, 2015. Each of the undersigned boards of selectmen agree to recommend approval at their respective town meetings.~~

Formatted: Justified

6. All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the County. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

7. No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

8. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the agreement continues to reflect the intention of the parties.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

County of Dukes County  
By:

---

Town of Aquinnah  
By:

---

Town of Chilmark  
By:

---

Town of Edgartown  
By:

---

Town of Oak Bluffs  
By:

---

Town of Tisbury  
By:

---

Town of West Tisbury  
By:

---