

**THE SENIOR CENTER CONSORTIUM AGREEMENT  
AMONG THE TOWNS OF ASHFIELD, BUCKLAND AND SHELBURNE**

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**THE SENIOR CENTER CONSORTIUM AGREEMENT  
AMONG THE TOWNS OF ASHFIELD, BUCKLAND AND SHELBURNE**

**With respect to The Senior Center**

WHEREAS, the member towns having voted to enter into this Agreement at their respective town Meetings: Shelburne, May 1, 2000, Ashfield, July 1, 2000 and Buckland, May 3rd, 2000 and amended August 27, 2012 (Hereinafter “the member towns”) and amended January 8, 2019.

WHEREAS the Member Towns wish to enter into an agreement pursuant to MGL C40, section 4A to cooperatively operate and maintain THE SENIOR CENTER.

WHEREAS the Member Towns wish to establish uniform and equitable procedures respecting any facility, costs, maintenance, and operation of The Senior Center.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt of which is hereby acknowledge, THE MEMBER TOWNS AGREE HERETO:

**I. BOARD OF DIRECTORS**

A. Board of Directors Authority

i. The Board acts as an advisory partner with the Director and staff of the Senior Center in planning and budgeting for a broad range of services for seniors which will allow them to remain safe in their communities, living independently for as long as possible. It is the responsibility of the Board to review and approve the annual report and budget to be submitted to the member towns. In the event of a vacancy in the position of Director, the Board shall participate in the search and selection of a new one under the terms outlined in the inter-municipal agreement.

B. Composition

i. The board of directors (Board) shall be an advisory board comprised of 3 council on aging (COA) members from each member town. Each member town’s council on aging shall select representatives to sit on the board of the Senior Center and may designate alternate board members who may vote at any given meeting, up to the three maximum eligible to vote.

C. Vacancies

i. If a vacancy occurs in the board, such vacancy shall be filled at the time of the vacancy, for the duration of the term, through the process provided in M.G.L. c. 41, section 11.

## D. Organization

i. At the annual meeting of the Board the members shall elect a chairperson, vice-chairperson, secretary, treasurer and assistant treasurer.

## E. Powers and Duties

i. The Selectboard of Shelburne, after consultation with the Selectboards of the member towns, may delegate in whole or in part, the responsibility for oversight of the operation and maintenance of The Senior Center to the Board.

ii. The Board works with the Senior Center Director to review and recommend policy, program and financial matters.

iii. The Board shall have the authority to establish and amend the by-laws of the Board by a 2/3 vote of the Board members present and voting at any regularly posted meeting.

iv. Each town's COA chairperson shall present a semi-annual update at a regularly scheduled Selectboard meeting.

## F. Voting

i. The Board shall be composed of three voting members from each member town.

ii. A quorum shall consist of 5 members of the Board AND that there be at least one representative from each member town present and voting.

## **II. SENIOR CENTER LIAISONS (Liaison)**

### A. Composition

i. The Selectboard of each member town shall appoint a liaison to represent the interest of their town to the Director in matters related to the Senior Center.

ii. The liaisons shall meet no less than quarterly as arranged by the Director.

iii. Each town liaison will meet at least twice annually with the Board or more frequently as requested by the Board.

## **III. SENIOR CITIZENS**

### A. Participation by member towns

i. All residents at least 60 years old, or others per the participation policy, in a member town are eligible to participate in senior center activities and programs. Fees may be charged for participation.

ii. Senior center programs or services provided under state, federal, or grant funding may have different criteria for participation.

## B. Participation by non-member towns

- i. Residents at least 60 years old, or others per the participation policy, in non-member towns may participate in programs and activities if space permits. Additional Fees may be charged for participation.
- ii. Senior center programs or services provided under state, federal, or grant funding may have different criteria for participation.

## IV. SENIOR CENTER PERSONNEL

### A. Director

- i. The Director of The Senior Center shall have the responsibility for any and all of the daily operations and maintenance of The Senior Center and shall perform her/his duties in accordance with the most recent job description adopted by the Shelburne Selectboard and in compliance with the Town of Shelburne Personnel Policies.
- ii. The Director shall meet with the Board monthly and report to them concerning matters relating to day-to-day operations, staffing, budget, programs and any other matter requested by the Board.
- iii. All member towns shall receive an annual report from the Director of The Senior Center to be included in each town's Annual Report.

### B. Director Vacancy

- i. In the event the position of Director becomes vacant, a Search Committee will be established. The Search Committee shall be comprised of one COA member from each member town and one Selectboard member from each member town or their designee. The Search Committee shall then select one additional member-at-large. The Search Committee shall present its recommendations for finalists (if possible, at least three finalists) to the Shelburne Selectboard who will make the final hiring decision.

### C. Senior Center Employees

- i. The director of the senior center and all of its full-time and part-time staff are deemed to be employees of the Town of Shelburne and eligible for all employee benefits made available to other similarly situated Shelburne town employees, subject to applicable law and the personnel policies of the Town of Shelburne. The director shall recommend candidates for hire. The Town of Shelburne Selectboard shall have all final hiring, discipline and firing authority.

### D. Complaints/Issues Regarding the Senior Center Personnel

- i. In the event there is any issue or complaints regarding any employee of the Senior Center, the Board or Director shall notify the Shelburne Selectboard and forward any written complaints regarding the matter. The Shelburne Selectboard shall comply with

applicable State Law and the Town of Shelburne Personnel Policies regarding personnel matters. All other member towns will be kept apprised of any action taken in a timely and appropriate manner while complying with the individual's right to privacy under the law

E. Complaints/Issues Regarding the Senior Center Programing, Operations or other matters not related to personnel, but under the Board's jurisdiction.

i. In the event there is any issue or complaint regarding The Senior Center programming, operations, events or other matters under the jurisdiction of the Board, the Board, Director and Liaisons shall have the authority to resolve the matter.

## **V. APPORTIONMENT OF EXPENSES AMONG MEMBER TOWNS**

### **A. Classification of Costs**

i. For the purpose of apportionment Senior Center expenses shall be divided into two categories, capital costs and operating costs.

### **B. Capital costs**

i. Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a building or buildings, including without limitations the cost of the original equipment and furnishing for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to shall also include payments of principal and interest on bonds, notes, or other obligations issued by the Consortium to finance capital.

### **C. Operating costs**

i. Operating cost shall include all costs not included in capital costs as defined in subsection V(B).

### **D. Responsibility for Capital and Operating Costs**

i. Operating and capital costs, as defined above shall be deemed Consortium costs and the member towns shall be apportioned their respective net shares thereof in accordance with the provisions of this Agreement.

### **E. Apportionment of Capital costs**

i. Capital costs shall not be incurred by the Consortium or member towns without an addendum to this agreement and appropriate authorization from each member town.

#### F. Apportionment of Operating costs

i. Operating costs for the first fiscal year next following the effective date of this agreement and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective average senior member usage in the Consortium. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's average senior usage in the Consortium on June 30 of each of the five years calculated next preceding the year for which the apportionment is to be determined bears to the total average senior usage from all member towns in the Consortium for the same five-year period.

#### G. Times of payment of apportioned costs

i. Each member town shall pay to the Consortium its proportionate share, certified as provided in subsection VI(B)(i) of the operating costs. Except as otherwise provided in subsection VI(B)(i) the annual share of each member town shall be paid semi-annually and no later than July 30 and January 31.

#### H. Special Funds

- i. The Consortium shall not interfere with a town's use of trust funds or other special funds, including separate town meeting appropriations, intended for the enhancement of the senior opportunities for that town's seniors only.
- ii. The Director shall approve all special fund raising conducted in the Senior Center name.
- iii. The operations budget shall not be reduced by the receipt of such funds.

### **VI. BUDGET**

#### A. Preliminary Maintenance and Operating budget

i. On or before February 1st the Director and Board Treasurer shall annually prepare a preliminary maintenance and operating budget for the next fiscal year for review and approval by the Board. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

- 1. Personnel
- 2. Benefits
- 3. Operations
- 4. Facilities
- 5. Programs

ii. Copies of such preliminary budget shall be mailed to the town administrator and finance committee of such towns.

## B. Final Maintenance and Operating Budget

- i. The Board shall on or before March 1 in each year adopt an annual maintenance and operating budget for the next fiscal year by a majority vote of the Board members present, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsection V(F), provided however, that the Board shall adopt said annual maintenance and operating budget for the next fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March 1.
- ii. Copies of such final budget shall be mailed to the town administrator and finance committee of such town.

## C. Vote on the Annual Budget

- i. The approval of the Consortium's annual budget by the town meetings of each member town and appropriation of each town's share of costs shall constitute approval of the annual Consortium budget. A majority vote is required by each member town.

## **VII. FISCAL AGENT** (NOTE: Should there be language here regarding debt exclusion)

### A. Authority

- i. The Town of Shelburne shall serve as fiscal agent for the Consortium and assume control of all income receipts and disbursement expenses associated with the operation of the senior center, irrespective of source.
- ii. The senior center is, for fiscal purposes, hereby deemed a department of the Town of Shelburne. Payment of all operating expenses shall be from a separately maintained account established to receive appropriations from each member town, and any other income.
- iii. The Town of Shelburne shall maintain a dedicated Consortium capital fund account. The purpose of this fund shall be to receive monies raised for a new senior center and to cover costs incurred in the research and exploration of possible sites, the renovation of an existing building or new construction of a suitable senior center or any other related costs.

### B. Fiscal Agent Expenses

- i. Fiscal agent expenses relating to the administration of the Consortium incurred by the town of Shelburne shall be included in the senior center budget as an operating cost and treated as a shared expense of the member towns.

## **VIII. FISCAL YEAR**

The fiscal year of the Consortium shall be from July 1 to June 30.

## **IX. TRANSPORTATION**

The Fiscal Agent shall administer transportation monies and services.

## **X. AUTHORIZATION TO PURCHASE AND/OR LEASE CERTAIN BUILDINGS AND LAND TO THE CONSORTIUM**

### **A. Authorization to Lease**

i. Prior to the Consortium entering into any lease agreement greater than 36 months, the Consortium must receive the approval from the Selectboard of each member towns and any necessary Town Meeting votes to enter into such lease agreement or agreements for any building or buildings and land used for the purpose of the senior center within the Consortium, and upon such conditions and requirements as the Board and Selectboards may deem advisable or expedient

### **B. Authorization to Purchase**

- i. Prior to entering into a purchase and sale agreement the Consortium shall receive each member town's approval, such approval being granted at an annual town meeting or special town meeting.
- ii. Subject to Town Meeting approval, towns shall authorize the Consortium to negotiate purchase of specific named buildings with appurtenant lands, for stated amounts, such purchase to be executed prior to assumption of jurisdiction by the Consortium, with costs to be assessed to member towns.
- iii. Such purchase shall be subject to town meeting approval in each member town.

### **C. Apportionment of Revenue from property leased or purchased**

- i. In the event that income is received by letting or sub-letting a portion of the building owned by the Consortium, then those funds shall be placed in a capital reserve account to be used to fund significant capital improvement or repairs as defined in Section V(B).
- ii. The funds shall not be used to offset normal operating expenses of the Senior Center.

D. No monies may be expended for purchase of property for senior center purposes until an amendment to this agreement is executed by all towns and appropriate town meeting votes have been taken to incur such costs and purchase such property.

## **XI. AMENDMENTS**

### **A. Limitations**

i. This Agreement may be amended from time to time but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness then outstanding. Nothing in this section shall prevent the admission of a new town or towns to the Consortium and the reapportionment accordingly of capital costs of the Consortium then outstanding and of interest thereon.



## B. Procedure

- i. Any proposal for amendment of this Agreement, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XIII), may be initiated by a vote of a majority of all the members of the Board.
- ii. The secretary of the Board shall mail or deliver a notice in writing to the Selectboard of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal.
- iii. Such amendment shall take effect upon its acceptance by the Selectboards of each member town.

## **XII. ADMISSION OF ADDITIONAL TOWNS**

A. By an amendment of this Agreement any other town or towns may be admitted to the Consortium upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be negotiated prior to admission to include, but not be limited to, payment of capital and operating costs.

## **XIII. WITHDRAWAL**

### A. Initial Action

- i. Prior to initiating the withdrawal process by any member town, the Town shall address its concerns with the Board and Director who will try to resolve those concerns.

### B. Limitations

- i. The withdrawal of a member town from the Consortium may be affected by an amendment to this Agreement in the manner hereinafter provided by this section. The provisions herein applicable to any other amendment to this agreement shall not apply to an amendment for withdrawal hereunder.
- ii. Any member town seeking to withdraw shall, by majority vote at an annual or special town meeting vote to withdraw. After such vote, the Selectboard shall notify the Board and request that the Board prepare an amendment providing for its withdrawal. The request shall be accompanied by a certified copy of the vote of the Town Meeting and shall include an agreement by said town to pay all of the Consortium's expenses in preparing the requested amendment, whether or not it is finally adopted.
- iii. The Board and Liaisons shall draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the Consortium, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the fiscal agent to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that the said town shall remain liable to the Consortium for its share of the indebtedness, including but not limited to Other Postemployment Benefits (OPEB) and/or pension

liabilities, of the Consortium outstanding at the time of such withdrawal and for interest thereon to the same extent and in the same manner as though the town had not withdrawn from the Consortium. Such town meeting warrant shall include preliminary information regarding such provisions as outlined above.

iv. The clerk of the town seeking to withdraw shall notify the Board in writing that such town has voted to request the Board to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Board shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection XIII(B) above and in consultation with the Liaisons. The secretary of the Board shall mail or deliver a notice in writing to the Selectboard of each member town that the Board has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectboard of the member town seeking withdrawal from the Consortium shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by the member town seeking withdrawal, to be a majority vote at a town meeting as aforesaid.

#### C. Procedure

i. Any member town may withdraw from the Consortium when it has reached and executed a written agreement with the Consortium regarding payment to the Consortium for all OPEB and/or pension liabilities. Any member town that has reached an agreement with the Consortium regarding OPEB and/or pension liabilities, may withdraw from the Consortium by a majority vote in annual town meeting of that town, and said withdrawal to be effective upon the completion of the fiscal year next following the then current fiscal year.

#### D. Cessation of terms of offices of withdrawing town's members

i. Upon the effective date of withdrawal, the terms of office of all members serving on the Consortium Board from the withdrawing town shall terminate and the total membership of the Board shall be decreased and voting accordingly.

#### E. Payments of certain capital costs made by a withdrawing town

i. Money received by the Consortium from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the Consortium with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

### **XIV. DISSOLUTION OF THE CONSORTIUM**

A. In the event of the dissolution of the Consortium, those revenues existing or receivable, real or other properties, fixed or other tangible assets and materials owned by or in the possession of the Consortium as of the date of the Consortium ceases to exist,

shall be distributed and/or paid to those towns who were member towns one day prior to the date of such dissolution, upon a schedule of apportionment of distribution and/or payment to be fixed upon the relative respective contributions of operating and capital costs by the member towns to the Consortium while a member town of the Consortium. The final reconciliation shall be confirmed by an audit. Nothing in this section shall be construed to substantially impair the rights and obligations of the Consortium, or its member towns to pay all outstanding indebtedness of the Consortium as set forth in Section XIV of this Agreement.

#### **XV. EFFECTIVE DATES**

A. This amended Agreement shall take full effect when signed by Selectboards and shall supersede the prior AGREEMENT AMONG THE TOWNS OF ASHFIELD, BUCKLAND AND SHELBURNE with respect to The Senior Center.

#### **XVI. CONFLICT OF INTEREST**

A. Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract.

#### **XVII. JURISDICTION**

A. This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only therein.

#### **XVIII. ENTIRE UNDERSTANDING**

A. This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

#### **XIX. SEVERABILITY**

A. In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render

this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

TOWN OF ASHFIELD      TOWN OF BUCKLAND      TOWN OF SHELBURNE

BY \_\_\_\_\_ BY \_\_\_\_\_ BY \_\_\_\_\_  
SELECTBOARD CHAIR      SELECTBOARD CHAIR      SELECTBOARD CHAIR

BY \_\_\_\_\_ BY \_\_\_\_\_ BY \_\_\_\_\_  
SELECTBOARD MEMBER      SELECTBOARD MEMBER      SELECTBOARD MEMBER

BY \_\_\_\_\_ BY \_\_\_\_\_ BY \_\_\_\_\_  
SELECTBOARD MEMBER      SELECTBOARD MEMBER      SELECTBOARD MEMBER