

Jan. 8, 2019
West Tisbury Affordable Housing Committee
Minutes

Present: Larry Schubert, Mike Colaneri, Jeffrey Dubard, Susan Feller, Ted Jochsberger,
Angela Prout and Rise Terney

Also Present: Rhonda Conley and members of the public

Mike made a motion seconded by Ted to accept the minutes of 12-11-18 as written.

VOTE 7 YES 0 NO

INVOICES: None

ANNOUNCEMENTS AND CORRESPONDENCE

Home Inspection: Rhonda reported no response from Seaside Inspection. Jeffrey and others said they would look into an inspector.

ANNUAL REPORT: Rhonda stated reports are due the end of the month. She will create a draft for committee review at next meeting.

NEW BUSINESS

Rental Assistance Program: Mike stated that he has been talking to David Vigneault, DCRHA Director about expanding rental assistance to include town employees. The legalities will need to be worked out as funding from the CPC has limits on income and this is the source of funding for the Rental Assistance Program. Mike will work with Vigneault.

Housing Bank: Larry and Ted updated the committee on what is happening with the newly formed Housing Bank Advocacy Group. Larry stated they are working on language for warrant articles that have to do with the new State Law dealing with short term rentals.

Larry believes the challenge will be getting those who rent their homes short term in the summer. The state portion of the bill will be in affect this summer the question is will there be a local component of the state law. There was a lengthy discussion of how the law will work and the creation of a Housing Bank receiving the tax funds over the money going into the town general fund. Larry and Ted will continue to work in the new group.

20 Lottie's Way: Rhonda reported owner not ready yet.

UPDATES

57 Rustling Oaks Rd.: Rhonda reported the certified letters have gone out to the banks and their designated attorneys (see attached). The foreclosure notice was in the Dec. 6th edition of the paper.

ONGOING BUSINESS

Old Courthouse Rd.: Rhonda presented the final draft (see attached). An abutter to the property asked why the income levels were at 100% or below. It was explained that as CPC funds were the only funds being used by AHC. CPC funding only allows for maximum income level of 100%.

ZBA: Larry stated he is considering stepping down from the committee.

Adjourned at 7:45 PM

The next Affordable Housing Committee meeting will be Jan. 22, 2019 at 6:30 PM in the 2nd floor conference rm. of Town Hall.

The next Affordable Housing Trust meeting will be Feb. 26, 2019 at 6:30 PM in the Town Hall 2nd floor conference rm.

Respectfully submitted by Rhonda Conley

ATTACHMENTS

Revised 12-11-18

TOWN OF WEST TISBURY REQUESTS FOR PROPOSALS for the West Tisbury Community Housing Project at 16 Old Courthouse Road.

The Town of West Tisbury, through its Board of Selectmen and with assistance from Affordable Housing Committee invites qualified responders to submit a proposal for affordable rental or condominium housing construction and management. The selected responder will be responsible for the construction of two (2) units within up to two (2) buildings, to be constructed on approximately 0.5 acre parcel of land in West Tisbury located at **16 Old Courthouse Road**, Assessor’s Parcel 22-8 (the “property”). The Town of West Tisbury will convey the property to the selected responder via a ground lease at one dollar (\$1.00). The selected responder or its designee will be responsible for permitting, funding, demolition, construction and ongoing property management. Units will be restricted affordable in perpetuity. West Tisbury Town Meeting authorized the West Tisbury Board of Selectmen to take all necessary steps to create affordable housing on the 16 Old Courthouse Road property; any applicable reference in this RFP to the Town of West Tisbury means the Board of Selectmen or designee, West Tisbury Affordable Housing Committee, acting for the Town.

Comment [TJ1]: West

Comment [TJ2]: Housing

A. General Information

- 1) Proposals will be accepted at the West Tisbury Town Hall, Office of the Town Administrator, 1059 State Rd., P.O. Box 278, West Tisbury, MA 02575, until _____ Applicants must submit one original application and 12 (twelve) copies in a sealed envelope marked “West Tisbury Community Housing Project at 16 Old Courthouse Road”. Flaxed or e-mailed proposals will be deemed non-responsive and will be rejected. Submittals will be accepted until that date and time. Responses will be opened the following business day_____. If, at the time of the scheduled response opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 2:00 PM the next business day.
- 2) Award will be made within sixty (60) days after response opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
- 3) If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed, mailed or faxed to all companies and individuals on record as having requested the RFP.
- 3) There will be a Bidders Conference on site, _____.

Comment [TJ3]: faxed

Comment [TJ4]: no space

Comment [TJ5]: .

4) All inquiries or questions regarding this RFP should be submitted via e-mail no later than _____, 6
to (Ms. Leedara Zola, Housing Consultant, leedarazola@gmail.com . Responses to inquiries and questions will be mailed, faxed or emailed to all companies and individuals on record as having requested the RFP.

Comment [TJ6]: ???

5) Responses may be modified, corrected or withdrawn only by written notice received by the Town of West Tisbury prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original RFP response.

6) Responses received prior to the date of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a response not properly addressed and identified. Any submittals received after the advertised date and time for opening will be considered non-responsive and be returned to the responder unopened.

7) Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.

8) The Town of West Tisbury reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.

9) The Town of West Tisbury may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous, or if it is otherwise in the best interest of the Town of West Tisbury.

10) The Town of West Tisbury may request that supplementary information be furnished to assure the Town of West Tisbury that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

11) The Town of West Tisbury will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of West Tisbury. All deliverables, reports, maps and other documents resulting from this contract shall become the property of the Town of West Tisbury.

12) The RFP, and any subsequent contract for the services, is hereby issued in accordance with M.G. L. c. 30B. The selected proposer shall be expected to comply with all applicable state and federal laws in performance of service and acceptance of the land from the Town of West Tisbury, including but not limited to M.G.L. c. 44, § 63A, M.G.L. c. 60, § 77A and M.G.L. c. 60, § 77B.

13) Response to this RFP acknowledges the proposer's acceptance of all sections and requirements of this document. The proposer's response to the RFP will be incorporated within the contract. If the proposer's proposal does not comply with the requirements of this RFP, or if an item is not understood in any way, a copy of that section of the RFP must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.

14) The Town of West Tisbury makes no representations or warranties, **express** or implied, as to the accuracy and or completeness of the information included in this RFP. This RFP, including all attachments, supplements and/or future addendums, is made subject to errors, omissions, and withdrawal without prior notice, and to changes to, additional, and different interpretations of laws and regulations.

Comment [TJ7]: expressed

15) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the response. These forms must be signed by the authorized individual(s).

B. Background

1. Housing Needs. The Department of Housing and Community Development lists West Tisbury as having **1.8%** of its year-round housing stock affordable to low-to-moderate income households. The

state goal is 10%. Compared to other Vineyard towns (ranging from Aquinnah with **25.9%** to Chilmark with **0.7%**), West Tisbury has the second least affordable housing.

With a very high seasonal demand for rental housing, year-round stable affordable rentals are rare, if not virtually impossible, to find.

With the large demand for summer homes the cost of purchasing a home has become virtually unattainable for those making median income or below.

2. 2018 Dukes County Area Median Incomes

3. Affordable Rental Rates

2018 Affordable Rent (assuming utilities included)

C. Request for Proposals

1. Project Description

The Town of West Tisbury through the Selectmen with assistance of the Affordable Housing Committee invites qualified responders to submit a proposal for affordable rental or condominium housing construction and management. The selected responder will be responsible for the construction of two units to be constructed on an approximately 0.5 acre parcel of land in West Tisbury located at **16 Old Courthouse Road**, Assessor's Parcel 22-8 (the "property"). See Attachment A for Maps, Information and Town Meeting Vote. The Town of West Tisbury will convey the property to the selected responder via a ground lease at one dollar (\$1.00). The area to be ground leased will be the "property" with the exact specifications to be approved by the Board of Selectmen before the ground lease is executed. The selected responder or its designee will be responsible for permitting, funding, demolition, construction and ongoing property management. Units will be restricted affordable in perpetuity.

The purpose of this Request for Proposal (RFP) is to select a developer who can demonstrate the experience and capacity to timely and successfully:

a) Enter into a Ground Lease with the Town of West Tisbury.

b) The selected responder will be responsible for conducting community outreach and design review.

Before applying for permitting the draft plans and specifications shall be presented to the community and neighbors. The developer will work to be harmoniously with the neighborhood.

c) Secure all appropriate approvals and permits. It is anticipated that this project will be permitted under the Town of West Tisbury Zoning Bylaw Section 4.4 "Housing".

d) Ensure all units are included on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI). This requirement may be waived at the discretion of the Town of West Tisbury

e) If applicable, execute a Regulatory Agreement in a form acceptable to the Town of West Tisbury and the Department of Housing and Community Development.

f) Demolition will be the responsibility of the responder. Responder may decide to use the building and/or some of the building materials.

g) Construct building/s for a total of two (2) units.

h) Work cooperatively through marketing, including lottery if necessary, utilizing the Town's selection processes for future assignments.

i) Effectively and productively manage the units of affordable rental housing, ensuring a quality, sustainable neighborhood; or at the approval of the Town of West Tisbury, hire a local management team under a management agreement approved by the Town of West Tisbury. (If applicable).

If condominium units responder will effectively and productively oversee the units.

See Attachment B for Outline Specifications. The area to be ground leased will be the property, with exact specifications to be agreed upon before the ground lease is executed. See also "Site Plan of Land in West Tisbury, MA" showing property details. It is expected that the final plans for the driveway and apron will be part of design plan. The developer must obtain final approval of these plan's details for the

Comment [TJ8]: approximately

Comment [TJ9]: delete

Comment [TJ10]: ,

project driveway and the apron plan, from the Planning Board's Road Inspector and the town's Fire Chief. These plans may need changes to meet current specifications and new **Town** rules or laws. The West Tisbury Affordable Housing Committee and town officials will work with the developer to do what is needed and appropriate for this project to be done safely and correctly. Any changes from the developer approved plans must be in **concert** with the above parties and the West Tisbury Affordable Housing Committee, and must be approved by the Board of Selectmen.

Comment [TJ11]: concert

See also Attachment C for a sample Ground Lease, including Sample Management Agreement. See Attachment D for a sample Regulatory Agreement. See Attachment E for a sample Tenant Selection Policy and Tenant Lease, Condominium Agreement, Deed Rider and Applications.

The selected responder will be responsible for securing all permits and necessary zoning relief*. It is expected that this project will be under a Special Permit through the Town of West Tisbury Zoning Bylaw section 4.4 Housing.

Comment [TJ12]: (*) ???

***Zoning relief will be required for building outside of the building envelope. Nitrogen credits will also need special permission through the Board of Health.**

The selected responder will be responsible for ensuring the units are included on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI). It is expected that this would be via the Local Initiative Program (LIP).

The selected responder will be responsible for quality construction of the units. (See Attachment B" for Specifications)

The selected responder will work cooperatively with the West Tisbury Affordable Housing Committee or other entity approved by the Town of West Tisbury, through outreach, marketing, lottery, if necessary and maintenance of appropriate waiting lists

The Town of West Tisbury will require that the Developer use best efforts to secure the maximum local preference allowed by law in the initial tenant selection/condominium ownership and lottery, if necessary.

II. Property Description

The property is **approximately 0.5** acre parcel of land in West Tisbury located at **16 Old Courthouse** Road, Assessor's Parcel 22-8. See Attachment A for Maps, Information and Town Meeting Vote. See Attachment B for Site Plan and Outline Specifications. The Site Plan prepared by _____ and dated _____ presents an estimated build envelope. The developer may request a variance from the Zoning Board if he/she wishes to go outside the building envelope. Selected responder and the Town of West Tisbury will agree upon a building envelope prior to execution of Ground Lease. The area to be ground leased will be the property, with exact specifications to be agreed upon before the Ground Lease is executed.

Comment [TJ13]: approximately

III. Goals and Guidelines

The Town of West Tisbury has established the following guidelines as a reflection of its goals for quality development of the property. Priority will be given to applicants who demonstrate the ability to best meet these goals, as determined by the evaluation criteria in this RFP

A. General Design and Construction Guidelines

All structures must comply with any local applicable code, including "stretch code", Massachusetts State Building Codes, Massachusetts Electrical Code, Massachusetts Plumbing and Heating Code, Massachusetts Fire Code, and Massachusetts Sanitary Code.

There is no preference for type of construction. Modular or panelized construction is acceptable, as is traditional “stick-built” construction. Must be in the character of the neighborhood. To the greatest extent possible, building plans should be harmonious with the existing architecture of the neighborhood and the Town of West Tisbury.

Comment [TJ14]: .

Building/s and Units will be sited within a building envelope as approved of by the West Tisbury Affordable Housing Committee and the West Tisbury Board of Selectmen. The developer must obtain final approval of driveway and apron plans’ details for the project from the Planning Board’s Road Inspector and the town’s Fire Chief. These plans may need changes to meet current specifications and new **Town** rules or laws. The West Tisbury Affordable Housing Committee and town officials will work with the developer to do what is needed and appropriate for this project to be done safely and correctly. Any changes from the attached plans must be in **consort** with the above parties and the West Tisbury Affordable Housing Committee, and must be approved by the Board of Selectmen.

Comment [TJ15]: concert

B. Building and Unit Specifications

The preference is for units in one building. The ground floor living space in **the** units must meet ADA visitability standards, including exterior walkways.

The site plan must include _____ parking spaces.

D. Energy Efficiency and “Green” Construction

Proposals shall provide the most energy efficient residential project within the constraints of this development. Energy Star Standards shall be adhered to. The Town of West Tisbury encourages applicants to suggest in their design plans to improve the energy efficiency and maintenance of the housing units. It encourages applicants to suggest “green” technologies, LEED construction and/or near Net Zero and Net Zero Building, including, but not limited to, the addition of solar energy components.

E. Landscaping and Site Work

Proposals will include finish grade (taking into account appropriate and reasonable drainage techniques), lawn, shrubs and appropriate driveways. **Proposals shall provide a landscape plan that includes a no disturb area along the property borders.** .

Comment [TJ16]: One.

Readiness to Proceed and Timelines

Developer shall show the ability to start on the project within a reasonable timeframe after award of this project. Start shall be evidenced by securing of a building permit. The ground lease will be executed after receipt of all building permits. Construction shall be completed, as evidenced by a Certificate of Occupancy, and the units shall be rented or in condominium ownership to eligible and qualified households, preferably earlier but no later than two years after building permits have been issued. Timelines may be extended by mutual agreement of the Developer and the Town of West Tisbury. In the event the Developer defaults on the aforesaid obligations, at the Town’s option, title to the land shall revert to the Town or its designee.

Financial

Selected responder shall be responsible for all costs associated with permitting, demolition, construction, household selection and ongoing rental maintenance and management (if applicable), and shall demonstrate the financial capacity to manage and complete the Project. Assistance shall be provided by the Town of West Tisbury in the form of documentation for any grant applications or subsidies for which the selected responder may **choose** to apply.

Ground Lease

See Attachment C for a sample Ground Lease. The Ground Lease fee will be one dollar (\$1.00). This is a one-time fee. The area to be ground leased will be the “property”, with exact specifications to be agreed upon before the Ground Lease is executed.

IV. Evaluation Criteria

The criteria to be used by the Town of West Tisbury in evaluating the proposals are as follows.

A. Minimum Threshold Criteria The project must meet the minimum threshold criteria. Submittals failing to comply with one or more of the minimum criteria stated below shall be disqualified from further consideration:

1. The response must be complete and must conform to all submission requirements.
2. Proposal must be for **two (2) units; 3 or 4 bedrooms**. All of the ground floor living space in **the units** must meet ADA visitability standards, including exterior walkways.
3. Affordability (utilizing the Town's selection processes for future assignments): Units must be affordable to households earning at or below 100% of the Duke's County Median Income.
4. Responder must certify compliance on all state and local taxes (see Attachment ___).

B. Comparative Evaluation Criteria:

Projects meeting the minimum criteria will be judged on the following additional comparative evaluation criteria. The Town of West Tisbury reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs, taking into account qualifications, submittal quality and evaluation criteria. The awarding authority's decision or judgment on these matters shall be final; the Town of West Tisbury will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

Unacceptable, Not Advantageous, Advantageous, Highly Advantageous

An "Unacceptable" rating in any one of the criteria may eliminate the proposal from further consideration.

1. Strength of Development: Team Applicants will be evaluated on the strength of the development team as evidenced by the experience with similar projects. Experience evaluated will be that of the organization's principal (executive director, chief executive officer, or similar position) and the individual designated to lead the Project (project manager or other similar position).

Unacceptable: Either the organization's principal or the project manager has had no experience with similar projects within the last 5 years.

Not Advantageous: Either the organization's principal or the project manager have had experience with only 1 similar project within the last 5 years.

Advantageous: Both the organization's principal and the project manager have had experience with 2 or more similar projects within the last 5 years.

Highly Advantageous: Both the organization's principal and the project manager have had experience with 3 or more similar projects within the last 5 years.

2. Construction Experience: Applicants will be evaluated based on the extent of the organization's construction experience with residential new construction affordable rental projects.

Unacceptable: Applicant has no experience of the above stated construction experience.

Not Advantageous: applicant has less than 5 years' experience of the above stated construction experience.

Advantageous: Applicant has 5 to 8 years of the above stated construction experience.

Highly Advantageous: Applicant has more than 8 years of the above stated construction experience.

3. Rental Property Management (if applicable): Experience Development Team will be evaluated on the extent of the organization's and/or the organization's designated Management Group's experience with Rental Property Management in the context of affordable housing.

These will be taken into consideration if the units are created as rental units and not condominium ownership.

Unacceptable: Applicant has no experience with rental property management in the context of affordable housing.

Not Advantageous: Applicant has less than 5 years' experience with rental property management in the context of affordable housing.

Advantageous: Applicant has 5 years of experience with rental property management in the context of affordable housing.

Highly Advantageous: Applicant has more than 5 years of experience with rental property management in the context of affordable housing.

4. Financial Experience and Capacity: Applicants will be evaluated on the extent to which financial references verify financial capacity of applicant and the extent of their financial strength to support the most favorable terms from a construction lender.

Unacceptable: Applicant has not demonstrated financial capacity by providing adequate documentation to allow reviewers to determine financial viability.

Not Advantageous: Applicant has provided basic documentation regarding financial capacity however it is not clear that applicant has the financing or cash flow to adequately complete the project.

Advantageous: Applicant has provided sufficient documentation to demonstrate financial viability and cash flow to complete the project.

Highly Advantageous: Applicant has provided ample documentation to demonstrate financial viability and cash flow with a lending letter of interest naming this project and documenting availability of financing.

5. Project Discussion and Cost Projections Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of creating quality affordable housing that can be rented or condominium ownership affordably to income qualified households, as evidenced by Applicant's Narrative Description of the Proposed Development and Development Budget.

Unacceptable - Proposal did not adequately convey Applicant's understanding of the project goals and approach to completing the project successfully.

Not Advantageous - The response indicates Applicant may understand the project goals, but the materials provided are not clear enough to make a determination. Applicant's approach does not instill confidence in a plan to complete the project in a well thought out manner.

Advantageous - The Narrative and Budget provided indicate Applicant will meet the project goals and show the Applicant's demonstrated understanding of the project and approach to the work required.

Highly Advantageous - The Narrative and Budget provided clearly indicate Applicant's understanding of the project goals and ability to successfully meet these goals; shows the Applicant's demonstrated understanding of the project; Applicant's ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.

6. Project Discussion and Design Proposals Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of creating quality affordable housing that is harmonious with the existing architecture of the neighborhood and the Town of West Tisbury, and meets the Goals and Guidelines in the RFP, as evidenced by Applicant's Narrative Description and Preliminary Site Plans.

Unacceptable - Proposal did not adequately convey Applicant's understanding of the project goals, and approach to designing the project successfully.

Not Advantageous - The response indicates Applicant may understand the project goals, but the materials provided are not clear enough to make a determination. Applicant's approach does not instill confidence in a plan to design the project in a well thought out manner.

Advantageous - The Narrative and Preliminary Site Plans provided indicate Applicant will meet the project goals and show the Applicant's demonstrated understanding of the project and approach to the design.

Highly Advantageous - The Narrative and Preliminary Site Plans provided clearly indicate Applicant's understanding of the project goals and ability to successfully meet these goals; shows the Applicant's demonstrated understanding of the project; Applicant's ability to bring leadership to the project and that their approach to the design demonstrates a creative and thorough process.

7. Readiness to Proceed Applicants will be evaluated on their ability to begin the project in a timely manner as demonstrated by the Projected Development Schedule. Start shall be evidenced by securing of a building permit.

Unacceptable: Applicant did not provide a Projected Development Schedule.

Not Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to start the project 24-36 months after the execution of the ground lease.

Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to start the project 12-24 months after the execution of the ground lease.

Highly Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to start the project within 12 months or less after the execution of the ground lease.

8. Ability to Work with Local Government and Funding Sources Applicants will be scored according to the extent of successful experience working with government-assisted programs and funding sources during the last five years.

Unacceptable: Applicant with no successful experience working with government assisted programs

Not Advantageous Applicant with less than one year successful experience working with government assisted programs

Advantageous: Applicant with one to five years successful experience working with government assisted programs

Highly Advantageous: Applicant with more than five years of successful experience working with government assisted programs

9. Green Construction Proposal will receive additional consideration for green construction as follows:

Unacceptable: Lack of adherence to Energy Star standards

Not Advantageous: Adherence to Energy Star standards

Advantageous: Additional "green" aspects to construction beyond Energy Star

Highly Advantageous: LEED certified construction

V. Submission Requirements

Applicants must submit all of the following information:

1. Letter of Interest signed by all principals of the applicant organizations.

2. Narrative description of the proposed development, including description of development team (key consultants, property manager, architect, contractor and attorney). The narrative should detail previous experience of members of team and should also provide details on similar projects completed.

3. Project Information (MUST USE: One Stop located at www.mhic.com) a. Project Description and Development Team Summary (One Stop Section 1&2) b. Sources and Uses (One Stop Section 3) c. Operating Pro-Forma (One Stop Section 4) d. Preliminary site plan e. Preliminary architectural floor plans and elevations f. Projected development schedule

4. Financial and Developer Information: a. Developer Financials: Most recent federal tax forms and audited financial statements b. Letters of interest from lender(s) or other documentation of funding sources c. References (no more than three), including name, title and contact information d.

List/Description of other real estate owned

5. Forms and Certificates a. Certification of Tax Compliance (M.G.L. c. 62C, 49A) (Attachment __) b.

Disclosure of Beneficial Interests (M.G.L. c.7, 40J) (Attachment __) c. Certificate of Non-Collusion

(Attachment I) d. Information regarding any legal or administrative actions, past, pending or threatened that could relate to the conduct of the applicant's business (Attachment J).

VII. Selection Process Attachment lettering will be decided when all needed attachments are accounted for.

Comment [TJ17]: space

Comment [TJ18]: "lettering" ???

All packages submitted by the deadline will be opened in public and logged in. All information contained in the proposals is public. The Town of West Tisbury, with the assistance of its Affordable Housing Committee or its designee(s) will review and evaluate all proposals that have been received by the submission deadline. Evaluation of the proposals will be based upon the information provided in the applicant's submission in accordance with the selection criteria.

Comment [TJ19]: Applicant's

**LETTER OF AGREEMENT
for Affordable Housing Consultant
Between
Town of West Tisbury, West Tisbury Affordable Housing Committee
And
West Tisbury Affordable Housing Trust
and
Leedara Zola**

This Agreement for Consultant Services is made and effective December ____, 2018, by and between Leedara Zola ("Consultant") and the Town of West Tisbury, West Tisbury Affordable Housing Committee and West Tisbury Affordable Housing Trust ("Client").

1. Purpose.

Client retains Consultant to represent Client, and Consultant agrees to provide services and represent Client's interests, all according to the terms set forth in this Agreement and in accordance with the Scope of Services

2. Subject Matter.

The Consultant will represent Client with respect to the "16 Old Courthouse Road Community Housing Project" Request for Proposal (RFP), including drafting the RFP, managing responders, analyzing responses and working with the Client to help Client select a responder. Consultant does not provide legal services. Client and Consultant agree that there will be no requirements for on-island meeting attendance by the Consultant.

3. Other Matters.

This Agreement contemplates that Consultant will represent Client only with respect to the matters described above. Any other matters, except those incidental to and necessarily related to the covered matters, shall not be performed by the Consultant without the prior written authorization of Client.

The Client agrees to assist the Consultant by providing access to documentation, files, financials and related project information as required.

4. Primary Consultant.

Consultant and Client agree that Leedara Zola ("Primary Consultant") shall be principally responsible for handling matters on behalf of Client. Leedara Zola shall be the primary contact and will not engage other consultants to perform work on her behalf.

5. Fees.

A. Client agrees to pay the Consultant for services at the following rate (check one). Client estimates the project will take approximately 20 hours.



HOURLY RATE

Services Performed By Rate per Hour

Consultants \$150.00



PROJECT RATE

Services Performed By Not-to-exceed price

Consultants \$3,000.00

6. Costs and Expenses.

Client shall be responsible for reimbursing Consultant for its direct costs incurred in retaining professionals on behalf of Client, but only if Client has approved such hiring in advance. Client shall also be responsible for reimbursing Consultant for any out-of-pocket expenses of Consultant in performing services, included printing expenses, advertising expenses, and mailing expenses. Client shall not be responsible for Consultant travel expenses. Consultant, if deemed necessary by all parties, will attend a meeting in West Tisbury. If Consultant does attend a meeting in West Tisbury client will be charged at the hourly rate, including travel time and travel expenses.

7. No Guarantee.

Consultant agrees to use its best efforts for the Client and to perform all services in a professional, diligent, business-like manner. However, Client recognizes that Consultant cannot guarantee a particular result or outcome of any permit request.

8. Termination of Services.

Consultant may terminate this Agreement and its representation of Client if Client is in breach of any of its obligations in this Agreement or if the Consultant is required to withdraw from representation of Client in accordance of the rules of professional conduct applicable to Consultant. Client may terminate this Agreement at any time subject to Client's obligation to pay Consultant for services rendered pursuant to this Agreement.

9. Notices.

Any notice under this Agreement shall be effectively given upon deposit in the United States mail, postage prepaid, or by recognized overnight delivery service, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to Consultant:

Leedara Zola

PO Box 376
Siasconset, MA 02564

If to Client:

West Tisbury Affordable Housing Committee
PO Box 278
West Tisbury, MA 02575

10. Hold Harmless

Client agrees to indemnify and hold harmless Contractor of and from any and all claims, demands, actions, causes of action, losses, damages, lawsuits, including reasonable attorneys' fees and court costs arising out of the work performed by Contractor.

11. No Assignment.

The parties agree that neither party may assign or transfer any rights nor obligations under this Agreement, directly or indirectly except upon the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12. Payment.

Payment is to be upon submission of an invoice by Consultant.

13. Final Agreement.

This Agreement includes the entire understanding and agreement between Client and Consultant on the subject matter hereof. This Agreement may be modified only by another writing signed by both Client and Consultant.

14. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

_____ By: _____
West Tisbury Affordable Housing Committee

West Tisbury Affordable Housing Trust

Town of West Tisbury Selectmen

Leedara Zola