

1 Memorandum of Understanding for the Administration of the
2 Martha's Vineyard Housing Needs Assessment Study
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5 Article 1. Purpose:

6 The six towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury and West Tisbury,
7 and the Martha's Vineyard Commission (the "Parties") agree to enter into this
8 Memorandum of Understanding (the "Agreement") to participate and fund the Martha's
9 Vineyard Housing Needs Assessment Study (the "Study"), under the provisions herein.
10

11 Article 2. Supporting Documents:

12 Request for Proposal: Martha's Vineyard Housing Needs Assessment Study

13 The Martha's Vineyard Housing Needs Assessment Study will ascertain the current
14 housing needs for affordable and community rental housing, and for homeownership
15 opportunities from two perspectives: within each town and for the Island as a whole.
16 (Please see attached document.)
17

18 Article 3. Term:

19 This Agreement shall take effect on July 1, 2012, for a one (1) year term that may be
20 extended for up to one (1) additional year commencing July 1 of the successive year, by
21 mutual agreement of the parties, acting through their Boards of Selectmen, but shall in no
22 event remain effective beyond June 30, 2014. The Parties shall give each notice of
23 whether or not they wish to extend the initial one-year term at least ninety (90) days prior
24 to the date of the expiration of the agreement, unless the Parties mutually agree in writing
25 upon another date.
26

27 Article 4. Fiscal Agent and Recordkeeping:

28 The Martha's Vineyard Commission shall act as the Fiscal Agent for the Parties at no
29 charge, by administering the Request for Proposals and contract in accordance with
30 Commonwealth guidelines. The Martha's Vineyard Commission shall create and
31 maintain a segregated account called the "Martha's Vineyard Housing Needs Assessment
32 Study Fund" into which shall be deposited all funds from the Parties and from any other
33 sources of funds for payment per the Request For Proposal and eventual contract
34 approved by the MVHNA Study Committee. As such, the MVC will also prepare and
35 maintain all records related to the Study.
36

37 Article 5. Funding Contributions:

38 During the Fiscal Year 2013 (July 1, 2012 – June 30, 2013), the Boards of Selectmen in
39 the Towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury, and West Tisbury

40 shall each authorize its Town Administrator to pay a total of Twenty-Seven Hundred
41 dollars (\$2,700) that equals a cumulative total of Sixteen Thousand and Two Hundred
42 Dollars (\$16,200) to the Martha's Vineyard Commission. The payments from the six
43 towns shall be in either one total sum of Twenty Seven Hundred dollars (\$2,700) for each
44 town or two installments of Thirteen Hundred and Fifty dollars (\$1,350) on or before
45 November 1st and February 1st during the fiscal year. All Town funds shall be paid in full
46 on or before February 1, 2013. The Martha's Vineyard Commission shall provide a total
47 of Seventy Eight Hundred dollars (\$7,800) on or before December 31, 2012, as
48 required by the Department of Housing & Community Development's District of Local
49 Technical Assistance Grant Program.

50
51 These payments shall include all applicable expenses incurred by the consultant to
52 complete the Study.

53
54 Article 6: Indemnification:
55 By entering into this agreement, none of the parties has waived any governmental
56 immunity or limitation of damages which may be extended to it by law. This agreement
57 is by and between the municipalities and the MVC which have executed it and each
58 states that it is intended for the Parties' mutual benefit alone and is not intended to confer
59 any express or implied benefits on any other person or party.

60
61 Article 7. Miscellaneous Provisions:
62 This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
63 All terms and provisions of the Agreement shall be binding on and insure the benefit of
64 and be enforceable by the respective parties hereto, their successors, and assigns.
65 If any provision of the Agreement is declared illegal, unenforceable, or void, then all
66 parties shall be relieved of all obligations under that provision, provided, however, that
67 the remainder of the Agreement shall be enforced to the fullest extent permitted by law.
68 This agreement represents the entire understanding of the parties with respect to its
69 subject matter.

70
71
72 In witness whereof, this Agreement is signed by each participating Party by its duly
73 authorized representative as of the date indicated by its signature,

74
75 Town of Aquinnah,
76 By: _____
77 Chairman of the Board of Selectmen, date
78

79 Town of Chilmark,
80 By: _____
81 Chairman of the Board of Selectmen, date
82

83 Town of Edgartown,
84 By: _____
85 Chairman of the Board of Selectmen, date
86

87 Town of Oak Bluffs,
88 By: _____
89 Chairman of the Board of Selectmen, date
90

91 Town of Tisbury,
92 By: _____
93 Chairman of the Board of Selectmen, date
94

95 Town of West Tisbury,
96 By: _____
97 Chairman of the Board of Selectmen, date
98

99 Martha's Vineyard Commission,
100 By: _____
101 Chairman of the Martha's Vineyard Commission, date
102