

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOSTON HOUSING AUTHORITY
AND
«Taskforce»**

WHEREAS: The Boston Housing Authority (BHA) acknowledges the importance of resident participation to the success of public housing;

WHEREAS: The BHA is required by the Performance Funding System (PFS) regulations of the United States Department of Housing and Urban Development (HUD) to include in its operating subsidy calculation \$25.00 per occupied unit per year for the purpose of resident participation activities as an add-on expense component for subsidy eligibility;

WHEREAS: The «Development» federally-assisted elderly/disabled public housing development has «Units» occupied units;

WHEREAS: The «Taskforce» (LTO) is the duly elected resident council of the Development;

WHEREAS: The LTO seeks to partner with the BHA to define the activities of resident participation funding at the Development, consistent with HUD guidelines;

WHEREAS: The LTO has received and acknowledges the application to its activities of the BHA's policy applicable to LTOs, entitled "Participation of Recognized LTOs in the Administration of BHA Local Developments" (Policy), defining the rights of residents to participate in the operation and management of local developments;

WHEREAS: The LTO has been duly recognized by the BHA in accordance with the Policy, and/or BHA has agreed to conditional recognition of the LTO pending the LTO coming into full compliance with the requirements of the Policy;

WHEREAS: The duly elected Resident Advisory Board (RAB) consists of residents who reflect and represent all the residents assisted by the BHA;

WHEREAS: The RAB works in partnership with the BHA to develop the BHA Annual Plan by providing resident input in the annual decision-making process.

NOW THEREFORE, the parties agree as follows:

1. **LTO Provision of Information/Materials to the BHA Prior to Release of Funding.** Prior to the execution of this Memorandum, the LTO will provide the following to the BHA's Community Services Department (CSD).
 - (a) Proof of an existing bank account. Unless otherwise provided in the LTO's approved By-Laws, the account will have a minimum of two signatures, one of whom will be the chairperson or president of the LTO. All individuals with signature rights and responsibilities will attend at least one CSD-arranged workshop per year on bookkeeping and/or financial management;
 - (b) Written procedures for the LTO's financial decision-making, management, and petty cash transactions;
 - (c) A 12-month budget for the projected use of the resident participation funds;
 - (d) If the LTO is only conditionally recognized by the BHA, pursuant to Section B.1.d of the Policy, an acceptable plan for the LTO to come into full compliance with the requirements of the Policy within the following twelve (12) months.
2. **BHA Provision of Funding.** Upon execution of this Memorandum and submission, in proper form, of the items set out in paragraph 1(a) above, the BHA will:
 - (a) Provide funding allocated for resident participation activities at the Development (regardless of the BHA's financial status) to the LTO as set out in Section 2(b) and (c) below. During the first grant year, this allocation shall be the full \$25.00 per occupied unit. The allocation may change in future grant years, as set out in Section 7 below;
 - (b) For the first grant year BHA shall submit funding as required by Section 2(a) above to the LTO upon receipt of this signed agreement(c) In any succeeding grant year, and subject to appropriation, submit one-third of the amount set out in Section 2(a) above to the LTO. The remaining two-thirds will be provided in equal disbursements upon submission of a financial report to CSD showing expenditures made from prior disbursements.
3. **Tenant Participation Activities Eligible for Funding under this Memorandum.** The LTO activities for resident participation will be consistent with HUD regulations, including HUD Notice PIH 2001-3 dated January 18, 2001 (attached), and designed to inform, train, acquaint, advise, organize and empower residents of the Development concerning issues and/or operations that affect resident households and their living environment, general BHA or HUD policies, and resident rights and responsibilities. Such activities MAY include any of the items below (as determined by the LTO):

(a) LTO responsibilities and organization:

1. Leadership development training (local, city-wide, and state/regional/national);
2. Election, bylaw, and parliamentary procedure training, as well as the setting up and monitoring of elections and/or the adoption of changes in bylaws;
3. Assistance with, and training in, proposal writing and computer literacy, as related to maintaining or expanding tenant participation activities;
4. Multi-cultural awareness and anti-racism training;
5. English as a Second Language (ESL) classes or classes in other languages commonly spoken at the Development to promote interchange among residents.

(b) LTO support and equipment:

1. Computers and computer training and Internet access;
2. Office equipment or furniture such as copy machines, fax machines, telephones, printers, chairs, desks, tables, etc.;
3. Travel/transportation costs in conjunction with resident participation activities;
4. Stipends for workshops and other resident participation training and per diem expenses;
5. Day care and arrangements for care of disabled/frail household members to facilitate LTO participation in training and events;
6. Special equipment as may be needed to address disability needs for LTO participants;
7. Transcription and copying of LTO, committee, and community meeting documents, flyers, and training materials;
8. Audio and video receivers and records, cameras and overhead projectors, related audio-visual equipment and training;
9. Mailings, including paper and postage.

(c) Outreach:

1. Newsletters;
2. Flyers and posters;
3. Advertisements or other publications;
4. Organizational memberships (CHAPA, MSAC, NAHRO, etc.);
5. Translation of materials into the languages commonly used by Development residents;
6. Bilingual organizers for specific trainings, meetings and events including persons whose primary language is not English;
7. Consultants on aging and disabilities in an effort to facilitate communications among all populations in the development;

8. Orientation or welcome projects for new residents;
9. Community volunteer projects and work with neighborhood organizations;
10. Community meetings on matters related to BHA/HUD policy, priority-setting or management, and general affordable housing and tenants' rights issues (including costs to secure adequate and adapted meeting space);
11. Special events or celebrations for outreach, especially multicultural, or related to specific populations within the Development or the surrounding community.

(d) General activities:

1. LTO, committee, and community meetings, with incidental refreshments, used for information, training, and planning on topics related to tenants rights, BHA policies, HUD regulations, guidelines and policies, safety and security, revitalization and modernization, property management, the PHA plan, and RAB activities and events hosted by the LTO;
2. Other conferences, seminars, workshops and events on appropriate topics within HUD's resident participation guidelines;
3. Surveys and survey stipends to get feedback from residents of the development on appropriate topics within HUD's resident participation guidelines;
4. Consultants (on legal issues or on any of the above items, where appropriate within HUD's resident participation guidelines);
5. Fiscal management, including training of LTO and implementation of steps to obtain non-profit incorporation or tax-exempt status for the LTO;
6. Financial administration or support for the LTO.

- (e) Other activities permissible under HUD's resident participation guidelines which are chosen by the LTO to support the needs of the LTO and the residents of the development with regard to living conditions, development management, group relationships, tenants rights and responsibilities, community empowerment and capacity-building, and other appropriate topics.

It is not the intent of the parties to this Agreement to transfer responsibilities under this agreement to LTOs for activities and items previously provided by the BHA as LTO support.

- 4. Fiscal Accounting and Bookkeeping.** Consistent with HUD regulations and the Policy, the LTO will maintain appropriate records and submit the required financial reports, or will utilize a CSD-approved fiscal conduit to maintain all financial accounts and records on behalf of the LTO. The LTO will approve all expenditures, maintain records of petty cash, and keep copies of all financial records and transactions in conjunction with the tenant participation funds received under this Memorandum, and shall provide reasonable access to the BHA regarding the same where needed for audit purposes. Where a fiscal conduit is used, its

name, address, and names of responsible individuals will be provided to the BHA as part of the BHA approval process.

5. **Compensation.** The maximum compensation available to the LTO during the first grant year shall not exceed «amount» dollars. Compensation in future grant years shall be determined as outlined below.
6. **Terms of Performance.** The LTO shall commence performance of these services under this Memorandum on «startdate». Such services shall be continued until March 31, 2002 (the end of the first grant year). The period of performance under this agreement may be extended by amendment subject to approval of both parties.
7. **Future Grant Years; Term of Memorandum; Modification of Memorandum.** The term of this Memorandum is indefinite. However, it is understood by the BHA and the LTO that HUD's PFS regulations or operating subsidy rules may change in future grant years (i.e., after April 1, 2002), which may mean that the same amount is not set aside by HUD for resident participation activities, or that HUD has given directives regarding the use of such funds which are not consistent with this Memorandum. It is also understood by the parties that although, for the first grant year, the RAB and the BHA have agreed that none of the \$25.00 per-unit funds shall be utilized for the RAB's activities, this may change in the future. It is also understood that if the LTO has only been conditionally recognized by the BHA and has not come into full compliance with the Policy within 12 months of the date the information provided in accordance with Section 1 has been submitted to the BHA, and/or if the LTO's recognition is revoked by the BHA in accordance with the provisions of the Policy, then the LTO's rights under this Memorandum shall terminate. Should changes in HUD requirements or BHA/RAB agreements require alteration of the terms of this Memorandum for future years, it is understood that the terms of this Memorandum may be revised by amendment to govern how funds are allocated and utilized in future grant years in accordance with such changes. BHA agrees to negotiate in good faith with a representative group chosen by the LTO's for elderly/disabled public housing developments regarding any such amendment that may be required.
8. **Mechanism for Resolving Disputes.** In accordance with the Policy, it is agreed that should there be disputes between the BHA and the LTO regarding whether the LTO qualifies for assistance under this Memorandum, the payments made by BHA under the Memorandum, the parties' compliance with this Memorandum, or whether items in the LTO's budget or expenditures qualify as eligible for funding under this Memorandum and/or HUD's guidelines, the parties shall endeavor in good faith to resolve such disputes informally. Disputes may initially be resolved between the LTO and the Community Services Department of the BHA; if disputes are not resolved at that level, recourse can be had to the Director of Property Management for the BHA or, in appropriate cases, to the Administrator

of the BHA. In accordance with the Policy, the parties agree that disputes which are not resolved after reasonable efforts to exhaust the above mechanisms, shall be submitted to arbitration by an independent arbitrator in the City of Boston, in the same manner as other disputes regarding LTO recognition.

This agreement has been entered into this the _____ day of _____, 2002, by and between the Boston Housing Authority and the _____ (LTO).

THE BOSTON HOUSING AUTHORITY _____ LTO

By: _____
Its Administrator

By: _____
Its _____

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