MEMORANDUM
OF
UNDERSTANDING
BETWEEN
CAMBRIDGE HOUSING AUTHORITY
(CHA)
AND
ALLIANCE OF CAMBRIDGE TENANTS
(ACT)

JANUARY 27, 2011
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**ATTACHMENTS**

A. PUBLIC HOUSING AND VOUCHER COUNT

B. QUARTERLY BUDGET REPORT
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I. Preliminary Statement

This agreement is made between the Cambridge Housing Authority (CHA) and the Alliance of Cambridge Tenants (ACT). This agreement recognizes and implements the CHA’s and ACT’s joint responsibility to encourage all its residents to actively participate in policy development and provide opportunities for meaningful input in the operation of CHA programs.

II. Recognition

A. The CHA recognizes ACT as the city-wide tenant organization representing CHA’s federal and state public housing and federal and state voucher residents in accordance with ACT’s Bylaws and this Memorandum of Understanding (MOU).

B. The governing board of ACT consists of up to 38 members, of which up to 19 shall be public housing and up to 19 shall be voucher residents. The ACT Board has two chairpersons, two vice chairpersons, two secretaries (one recording and one corresponding), and two treasurers. ACT also has various standing and ad hoc committees and subcommittees to assist the ACT Board in its operations.

C. Voucher residents consist of all participants in a CHA leased housing program (including but not limited to the mobile and project-based components of the Section 8 housing choice voucher program, Massachusetts Rental Voucher Program, and Alternative Housing Voucher Program); who are either the head of household or an adult household member (age 18 years or older); and who may reside in or outside of Cambridge.

D. ACT shall not diminish the authority of, or speak for, local tenant organizations or local resident councils (collectively "resident councils") where they exist in CHA’s public housing developments. ACT shall actively solicit the participation of the officers of such resident councils in the following ways:

- ACT shall invite the officers of the resident councils to attend ACT’s monthly Board meetings and become involved in and join ACT’s committees (including the Technical Assistance Committee and Tenant Council Subcommittee of the Assistance and Outreach Committee).
- ACT shall conduct outreach to the officers of the resident councils using methods such as email, mail, and face to face solicitation as appropriate.
- ACT shall convene meetings with the officers of the resident councils at least twice per year and said meetings may be combined with other ACT meetings.
- ACT shall inform the officers of the resident councils of ACT’s major activities (including elections) and when there is a public housing vacancy on the ACT Board.
- In general ACT shall seek to work cooperatively with such resident councils through their elected officers.
- Whenever there is a public housing vacancy on the ACT Board, and in accordance with its bylaws, there are no eligible candidates, ACT will solicit suggestions from the affected constituents for appointments to complete the term of the Board member. The
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ACT Board shall give priority to qualified person(s) designated by any resident council which is from the development(s) in the District where the vacancy exists.

In order to assist ACT in this area, CHA shall provide ACT with the names and contact information for the current resident council officers when this MOU is signed and shall notify ACT whenever there are changes in that information. In addition, upon ACT’s request, CHA’s Tenant Liaison shall work cooperatively with ACT in its efforts described in this paragraph.

E. Where resident councils do not exist, CHA and ACT recognize that each have a role in the establishment of properly functioning and duly authorized resident councils that meet the requirements of 24 CFR 964 or 760 CMR 6.09 as applicable.

F. ACT acknowledges that CHA will conduct an annual review of ACT’s outreach efforts found in II D above and will bring any concerns to ACT as part of the annual review described in Section IV D of this MOU.

III. Provision of Mutual Respect

A. CHA Employees. At all times, the conduct of CHA employees towards residents shall be courteous, civil, and respectful.

B. ACT Representatives. At all times, the conduct of ACT representatives toward CHA employees shall be courteous, civil, and respectful.

C. Complaints. ACT acknowledges CHA’s grievance procedure as the primary means for an individual public housing resident to file a complaint regarding a CHA employee covering any dispute that a public housing resident may have with respect to CHA’s action or failure to act in accordance with the lease. In addition, ACT acknowledges that voucher participants have administrative remedies by requesting and participating in a conference panel hearing. For those complaints against a CHA employee that cannot be handled through the grievance procedure or a conference panel hearing, the ACT Board may submit a complaint in writing to the CHA. Once received, the CHA will promptly investigate the complaint and notify the ACT Board in writing that it has or has not taken action with regard to the complaint.

D. Customer Service/Diversity Training. Working with ACT, the CHA shall prepare a Request for Proposals or a Scope of Services to enable the CHA to contract with an outside vendor every other year to conduct customer service/diversity training for its workforce. The CHA will conduct internal training during the off years. The ACT Board will have the opportunity to provide input into planning the trainings, including the written materials generated for the trainings, and will be encouraged to participate in these trainings with CHA staff.
IV. Meetings with CHA Staff

A. Meetings with Executive Director and Senior Staff:

1. CHA’s Executive Director (or Deputy Executive Director for Administration) and designated senior staff shall meet quarterly with ACT Board and Committee members, resident council leaders, and their respective invitees.

2. In addition, the parties may schedule, at mutually convenient dates and times, ad hoc working meetings (on designated topics) and special meetings (where, for example, an important issue arises that cannot wait until the next quarterly meeting). Also, to the extent possible, the CHA shall maintain an “open door” policy for the ACT co-chair(s) whereby the ACT co-chair(s) shall be able to discuss with the CHA’s Executive Director and/or Deputy Executive Director for Administration (and any others CHA deems relevant) important issues which cannot wait until the next scheduled meeting.

3. Other meetings will be held upon request of the ACT Board as provided elsewhere in this MOU and as proposed by the CHA as part of its public participation process.

4. The CHA shall ensure that relevant CHA department directors or other CHA staff attends all the above-described meetings whenever possible. For the quarterly meetings where the Resident Council officers and ACT Board members are present, ACT invitees are limited to ACT members, but for the other meetings described above, ACT invitees may include advocates and non-ACT members.

B. Date and Time of Meetings. In recognition that both ACT and the CHA wish to support the ongoing employment of public housing and voucher residents, the meetings will be scheduled at a time during weekdays, weekday evenings, and on weekends when both CHA staff and tenant representatives can attend. Each party shall endeavor to provide 24-hour notice to the other party in the event that any meeting must be rescheduled. Unless otherwise agreed upon, ACT shall give notice to CHA’s Tenant Liaison and CHA shall give notice to the ACT officers as well as to the resident council leaders. Each year, the parties shall endeavor to schedule a regular date, time, and place for these meetings for the upcoming year.

C. Agenda for Meetings. The purposes of the meetings with the Executive Director (or designee), Director of Operations, Director of Leased Housing and other CHA staff are to discuss issues of concern to the parties (including but not limited to proposed or pending state or federal legislation) and to carry out the requirements of this MOU. For the quarterly meetings, the CHA and ACT Board may develop an agenda template. In any event, CHA and ACT officers shall endeavor to exchange agenda items in advance of the quarterly meetings; the CHA shall also obtain any agenda items from the leaders of its public housing resident councils; and the CHA shall compile these agenda items into one agenda and distribute it to ACT officers and
the leaders of the resident councils, in advance of the quarterly meeting. The ACT Board and resident council leaders' agendas shall be discussed first at the meetings unless otherwise agreed. Other logistics (including any deadline for the exchange of regular and supplemental agenda items and length of meeting) may be negotiated and agreed upon separately by CHA, ACT Board, and the resident council leaders.

D. Annual Review: At one quarterly meeting every twelve months, CHA and ACT shall formally evaluate its working relationship and shall share concerns about provisions of this MOU.

E. Minutes of Meetings: The parties shall alternate taking responsibility for producing written notes of the above-described meetings which shall consist of the date, the names of attendees, any decisions made, and any next steps agreed upon at the meetings. The note taker shall provide copies of these notes to the CHA’s Tenant Liaison who will distribute to all attendees as soon as practicable after the meeting.

V. Meetings of the CHA Board of Commissioners

All meetings of the CHA Board of Commissioners are open to the public. The ACT Board, ACT members, other residents, and members of the public are encouraged to attend these Board meetings. CHA staff will accept from ACT, written comments pertaining to any scheduled agenda item provided that they submit the comments to the Executive Director’s office by 3:00 pm on the day of the scheduled Board meeting (or by 5:00 pm on the day prior if the Board meeting is scheduled for 12:00 noon). These written comments will be distributed to Board members immediately prior to the start of the meeting. Subject to the Board Chairperson’s discretion, the CHA will provide a time for comments at each Board meeting, during which ACT representatives, other residents, and members of the public may share their opinions on agenda items.

VI. Information

A. Statement of Principle. The CHA recognizes that the ACT Board requires access to correct and comprehensive information concerning the operation of the CHA’s programs in order to provide meaningful input.

B. Initial Information to be Provided. Within a reasonable time after the execution of this MOU, the CHA shall provide the ACT Board with a copy of all public documents that are not publicly available online that relate to the administration of CHA’s public housing and voucher programs, including but not limited to the following:

1. Public Housing Lease (with all state and federal amendments and house rules)

2. The Admissions and Continued Occupancy Policy for Federal Public Housing, the state Applicant Selection and Transfer Plan, any amendments thereto, and any specialized tenant selection plans
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4. Section 8 Administrative Plan with all amendments

5. All application forms and related documents for admission to public housing and voucher programs

6. All recertification and other forms used for existing residents in public housing and the voucher programs

7. Conference and Grievance Panel Request forms

8. Resident Welcome Packet and resident handbook (currently in draft form)

9. Housekeeping Policy, unless otherwise provided for in one of the above documents (does not currently exist)

10. Parking and motor vehicle Policy

11. Current schedule(s) of Maintenance Charges and any definition of reasonable wear and tear

12. Pet Policies and related forms

13. Reasonable Accommodation policy and forms

14. Section 3 policy


16. Moving to Work Agreement

17. Most recent Moving to Work Annual Plan (with HUD approval letter)

18. Most recent Moving to Work Annual Report

C. Amended Information to be Provided. If the CHA proposes any change to the lease or any policy listed above or any policy that affects any of its public housing and/or voucher residents, the CHA shall provide the ACT Board with advance notice of the proposed changes and shall provide the ACT Board with the opportunity for meaningful input, which input may be provided in writing or at a quarterly or other meeting. When a period of comment is required by CHA’s public housing lease, the MTW Agreement or Plan, or otherwise, the ACT Board input can be provided during the comment period. At the ACT Board's request, CHA agrees to make
all reasonable efforts to provide a separate venue for receiving ACT's input. This paragraph does not apply to changes to the lease or any policy that are technical or clerical corrections.

In addition, the CHA will set up a shared network drive on which CHA will store its forms (listed above or which affect any of its public housing and/or voucher residents) and ACT will be able to search the forms by revision date. The CHA will also make a good faith effort to notify ACT of any changes in its forms. The CHA shall entertain comments from ACT on any of its forms through one of the means specified in Section IV.

D. Board of Commissioners Information. In advance of each Board of Commissioner meeting, the CHA shall provide ACT with a copy of the regular agenda and supporting documents sent to the Board of Commissioners (excluding any documents relating to matters to be considered in executive session). The CHA shall make a good faith effort to provide such copies for pick up at CHA's main office by an ACT Co-Chair or designee by 5:00 PM on the Friday before the Wednesday meeting, but in no event later than 12:00 noon on the Monday before the Wednesday meeting (or by noon on the first business day after the information is sent to the Board where a meeting is held on a different date than usually scheduled). CHA shall also provide, for pick up by ACT or by email, a copy of its monthly report when it is provided to the Board of Commissioners.

E. Studies. If the CHA, directly or through a consultant, conducts a formal study of any of its policies, it shall notify the ACT Board of the existence of the study and provide the ACT Board with a copy upon the ACT Board's request.

F. Other Information. Upon request of an ACT Co-Chair, the CHA will provide ACT with a copy (on paper, electronically, or by posting on the CHA's website) of public documents including but not limited to leasing and vacancy reports; non-confidential data regarding emergency applicants; contracts for financial assistance; financial statements and summary sheets of operating budgets; non-confidential correspondence among the CHA, HUD, DHCD, and other agencies; schedules for community activities; reports and studies regarding management policies; job descriptions; and advertised open positions at the CHA. The CHA will provide non-public documents to an ACT Co-Chair on a case by case basis. In addition, the CHA shall update its website to ensure that it contains current forms, policies, and the like.

G. Notice of Public Hearings. The CHA shall provide ACT with reasonable (generally 30 days) advance written notice of any public hearings including but not limited to the hearing on the Moving to Work Annual Plan and Moving to Work Annual Report. The notice shall include the date, time, place, and description of the subject of the meeting. If the meeting is advertised in the local newspapers, the CHA shall provide such notice no later than when the meeting is so advertised.

H. Method of Providing Information. The CHA shall provide a copy of the documents described in Section VI free of charge to an ACT co-chairperson or other person designated by the ACT Board to the address specified by ACT by mail, email, or hand-delivery only when the documents are unavailable on CHA's website or as otherwise provided in this Section. If the records are voluminous, the CHA shall allow ACT representative(s) access to
review and photocopy the documents at the CHA’s office, at a mutually agreeable time, during normal business hours free of charge.

I. Training. Notice of CHA trainings on organizational policies and procedures will be provided to the ACT co-chairs and ACT members are free to participate in such trainings. At CHA’s option, some training may be limited to CHA staff. CHA will entertain requests from the ACT Co-Chairs to provide training to ACT members on CHA’s policies and procedures.

VII. CHA’s Budgets

A. CHA shall provide the ACT Board and the local resident councils with sufficient advanced written notice to allow them to meet with and provide input into the operating budget with each site manager with the understanding that the ACT Board shall respect the independent interest(s) of any local resident council.

B. Upon the request of the ACT Board, the CHA shall provide copies of the proposed consolidated operating and capital budgets and, if requested, will provide an opportunity for the ACT Board to meet and discuss the budgets. While such a meeting could be held in conjunction with a regularly scheduled quarterly meeting, it is understood that budget submittal is time sensitive and the CHA may propose a date and time without regard to previously scheduled or anticipated meetings.

VIII. Facilities

A. Office Space. The CHA shall provide ACT, at no charge to ACT, with a suitable office on CHA property or, if no such space is available, then near CHA property or CHA’s main office. The office shall be private, secure, safe, sanitary, wheelchair accessible, large enough to meet the reasonable needs of ACT, freely accessible to residents at all times, and in a location convenient to the maximum number of residents. Other groups may share the office only with written permission of ACT. CHA shall pay for the electricity and heat for ACT’s office. ACT shall be responsible for normal cleaning of any office space which is exclusively within its control. The ACT office will include shared kitchen and bathroom facilities.

B. CHA Access to ACT’s Office Space. Only ACT and CHA’s emergency response personnel shall have the key(s) to ACT’s office. In addition, a key shall be kept on site in a key box for use by the CHA property manager and daytime maintenance staff in accordance with the provisions of this MOU. CHA’s agents or employees may enter the ACT office only for the purposes of repair and inspection. For such entry on a non-emergency basis, the CHA (a) may enter only with the permission of ACT, which permission shall not be unusually withheld; and (b) shall attempt to give at least 2 weeks advance notice but a minimum of 48 hours advance notice. Such notice shall be sent by email to the ACT co-chairs and to the office email (tenants@earthlink.net) and will be hand-delivered to the ACT office. For such entry on an emergency basis, CHA may enter the ACT office without ACT’s advance permission but shall leave, immediately thereafter in the office, written notice indicating the date, time, names of the persons who entered, reason for the emergency entry, and any work done.
C. Furniture, Equipment, and Supplies. During the initial set-up period, defined to be ACT’s first 6 months after ACT’s receipt of the keys to its new office space, the CHA (working with two ACT designees) shall provide ACT, within a reasonable time, with new and adequate office furniture and equipment of reasonable quality and free of charge. This includes, but is not limited to, desks, conference table, chairs, filing cabinets, lamps, bookshelves, shredder, scanner, mailbox, printer, and a computer. After the delivery and installation, maintenance and replacement of equipment and furniture will be paid by ACT through the ACT budget.

CHA shall work with ACT on the installation of a fax line and internet service selected by ACT. CHA shall pay, or reimburse ACT, for the installation cost of such services. The ongoing cost of the fax and internet service shall be paid by ACT through the ACT budget.

CHA shall provide the ACT Board with a copy machine without charge. In addition, ACT may request reasonable access to a CHA copy machine, free of charge, for copying of more voluminous documents. Such requests shall not be unreasonably denied although CHA may opt to provide for outside copying of such documents.

CHA shall work with ACT on the installation of a functioning telephone service selected by ACT (with voice mail that can be accessed from outside the office). ACT shall pay the basic local service cost and repair as well as any long distance calls. The CHA shall pay or reimburse ACT for the installation cost of the telephone service but not the cost of any external CPU.

In order to provide ACT with the first six months of consumable office supplies (including photocopy paper, toner, and all other items customarily used in the operation of a business office), the CHA shall provide ACT with $1,720 in funds.

When ACT is responsible for ordering replacement or additional equipment, furniture, and office supplies, it may order through the CHA (at CHA’s cost) but the expense will be paid by ACT through the ACT budget.

D. Community Meeting Space. Upon ACT’s request, the CHA shall allow ACT to use at no charge the Terrace Room at the Manning Building and the community rooms at CHA’s developments at reasonable times (including nights and weekends), so long as the space is not first reserved by other entities or the local resident council. When ACT uses said space, it is responsible for the clean up. Upon the request of the ACT Board, the CHA shall assist ACT in obtaining larger meeting space on a case by case basis.

E. Main Office Facilities. The CHA shall provide at its main office (currently located at 675 Massachusetts Avenue, Second Floor, Cambridge, MA) a space for CHA and applicants and residents to leave mail for the ACT Board. In addition, upon ACT Board’s request, the CHA shall provide a locked suggestion box for residents to use to communicate with the ACT Board.
IX. Funds

A. Funds for ACT. The CHA shall make available to ACT funds at the rate of $7.50 per “unit” per year (PUPY). For the purpose of this calculation, the CHA shall count, as a “unit”, (a) every CHA state and federal public housing dwelling unit (excluding those units off line for modernization and use as a model unit) as of August 31 and (b) every CHA voucher (whether state, federal, tenant-based, project-based, sponsor based, other) under lease as of August 31. These PUPY funds will be available for the following fiscal year (running from April 1 to March 31). However, for the fiscal year ending March 31, 2011, the count will be as of March 31, 2010. See attachment A for a breakdown of this unit count as of March 31, 2010. The CHA intends this PUPY rate to be the minimum and unless CHA faces drastic funding cuts, it does not intend to diminish this amount. Local resident councils shall continue to be funded separately. Once recognized by the CHA, a local resident council is eligible for up to $15 PUPY.

B. Use of CHA Funds. These CHA funds will be used for general items of expense to conduct of business and activities of ACT. This includes, but is not limited to, providing additional office equipment; replacement and repair of office equipment and furniture; telephone service; internet service; office supplies; travel for ACT business (including taxi vouchers to attend ACT meetings); postage; rental of post office box; dues to statewide and national resident organizations; attendance at relevant conferences (including travel and hotel costs if necessary); food at ACT meetings; translation and interpretation services; training and training materials related to residents’ rights; capacity building; education; media costs; costs related to the election of ACT Board members; and technical assistance (including legal, accounting, mediation and website consultants).

C. Budget. ACT shall submit an annual operating budget as part of CHA’s regular budget process, so long as CHA provides ACT with at least two (2) weeks advance notice of the deadline for this submission. CHA’s fiscal year budgets are approved as part of the submission of the MTW Annual Plan (due to HUD in January) with budget preparation beginning in the fall. The ACT budget shall be approved at the same time. Funds shall be provided to ACT in equal amounts on a quarterly basis in advance but, upon ACT’s request, additional funds will be advanced where needed by ACT for a major expense (such as replacement of broken equipment or a conference).

From time to time, the CHA may provide one-time supplemental funds to ACT in order to meet a mutually agreed goal, provide for a special activity, and to allow ACT to secure other funds for the operation and mission of ACT. Such funds may be separately approved by the CHA Board of Commissioners as an amendment to the ACT budget.

During the course of a budget year (April 1 – March 31) the ACT Board may amend said budget (e.g. moving money from one purpose to another existing or new purpose) and submit the amended budget to CHA. The CHA Board must approve amendments requiring additional funds.
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On or about the time this MOU is signed, ACT shall submit to CHA a budget for the balance of the current fiscal year (ending March 31, 2011) and, if necessary, a budget for the upcoming fiscal year (April 1, 2011 – March 31, 2012). Thereafter, as part of the CHA regular budget process described above, ACT shall submit to the CHA a budget describing its proposed annual expenditures.

If CHA believes that any item contained in an ACT budget falls outside the scope of the legitimate business and activities of ACT, then the CHA may object to it, in writing, stating the reason(s) for its objection. Said objection shall not affect the CHA’s obligation to pay to ACT an amount equal to the budget minus the disputed item. If after receiving the CHA’s written objection, ACT disagrees, then the parties shall meet as soon as possible to attempt to resolve their differences; and if resolution is not then reached, then the parties shall jointly agree on a third party arbitrator to make the final decision.

ACT shall not loan or disburse funds to any officer or member unless such disbursements are for an out of pocket expense that can be documented with a receipt or, if a receipt is not available, with an affidavit, procurement form, or other acceptable substitute in accordance with ACT policy.

D. Report of Expenditures. CHA shall require ACT to provide a quarterly report on its budgeted and actual expenditures as set forth in the CHA’s template attached as Attachment B. In addition, ACT’s budget shall be subject to an annual audit, said audit to be provided by the CHA. Within 60 days after the end of a budget year on March 31, the ACT Board shall submit to the CHA an annual report of the actual expenditures of CHA funds. Any funds not expended or committed by ACT shall carry over to the following year(s).

E. Other Funds. ACT may raise its own funds and spend those funds as it deems appropriate. Such funds shall be kept in a bank account(s) separate from the funds provided by the CHA described above. Other fundraising shall not affect the right of ACT to claim the funds from CHA described above. As part of the annual audit process, ACT shall provide an accounting of funds raised by providing CHA with the total dollar amount raised by source and purpose. If in a fiscal year, ACT raises over $50,000 which is not targeted to a specific goal, then the CHA and ACT may negotiate an offset to the CHA’s PUPY funding.

F. Technical Assistance. During the first six months after this MOU is signed, the CHA shall provide ACT (at no cost to ACT) with training on accounting, bookkeeping, and procurement procedures. During this six month period, upon request of the ACT Board, the CHA shall make an accountant or financial officer reasonably available to the ACT Board to provide technical assistance on bookkeeping and accounting matters. Thereafter, ACT will bear the responsibility of managing their own budget and accounting procedures.
X. ACT Activities

A. Right to Participate in ACT. The CHA recognizes the right of all CHA public housing and voucher residents to organize and join residents’ organizations. The CHA shall encourage and assist residents in their lawful resident organizing activities. The CHA shall not in any way interfere with, or discourage, any lawful resident organizing activities. It shall not seek to evict residents or take reprisals of any kind against any resident for organizing, joining, or participating in the activities of ACT.

ACT Board members must meet the eligibility requirements found in 24 CFR 964.125 with the references to “public housing” to include both “public housing and voucher”; “compliance with lease” to mean “compliance with program obligations” for the voucher program and the references to “resident council” to mean “ACT”.

B. Information for Residents. At the signing of this MOU, the CHA shall provide each current resident, via a one time mailing, written information about ACT, including the names of the officers and the telephone and address of the ACT office. Thereafter, CHA will provide information about ACT to new residents via the orientation packet, (for public housing tenants) and at the briefing session (for the voucher programs); and shall use its best efforts to provide this information to current voucher residents at recertifications. In addition, CHA shall include information about ACT in its Resident Services mailings to all voucher and public housing tenants and its Leased Housing newsletter, with the Tenant Liaison providing ACT with sufficient advance notice of any deadlines for these mailings. In all cases, ACT shall provide CHA with updated information to be provided to new and existing residents.

C. Meetings. CHA representatives shall not attend any meeting of the ACT Board (including its committees) or any resident meeting except upon invitation of an ACT officer.

D. Distribution of Literature. The CHA recognizes the right of ACT to distribute literature and information to other residents on CHA property. When ACT wants to distribute or post such documents, it shall provide a copy of the document and the proposed distribution details to the CHA’s tenant liaison with reasonable advance notice. The tenant liaison will, within a reasonable time, coordinate the distribution with ACT and the relevant CHA property managers. CHA shall permit ACT Board members or designees access to all residential areas (excluding unit entry) and common space at its public housing or affiliate owned buildings for the purpose of distributing or posting (in common space) ACT literature, flyers, and other communications and for the purpose of making in person contact with other residents regarding ACT (including ACT elections and its involvement with CHA as set forth in this MOU).

ACT must provide persons distributing literature or conducting outreach on a door to door basis with a valid photo ID to be worn and visible to residents and others. The CHA shall provide, at its expense, the photo ID and the lanyard on which the ID may be worn.

Upon the request of the ACT Board, the CHA will also assist ACT in mailing, posting, or otherwise distributing literature to voucher residents including but not limited to contacting the
landlords of private housing where a number of CHA voucher residents reside and having the CHA leasing officers distribute materials at recertification or other meetings with voucher residents. The CHA shall notify the ACT Board sufficiently in advance of any deadlines for CHA newsletters to public housing and voucher residents so as to allow for consideration of ACT information to be included in said newsletter. Upon request of the ACT Board, the CHA shall provide on its website a link to the ACT website.

E. **Notice to Residents.** The CHA will provide current contact information for ACT on all its existing documents (and any future documents) that contain contact information for the local tenant council president (for public housing notices) and legal services organization(s).

F. **Hearing Panels.** The ACT Board (as successor to the “Tenant Senate”) and recognized CHA resident councils shall have the right to nominate CHA public housing and voucher residents to be resident panelists to sit on the CHA’s various hearing panels, including but not limited to the grievance panel, the conference panel and, at the option of the person asking for the hardship waiver, at the hardship waiver committee. (The phrases “Tenant Senate” and “Tenant Council” as used in the CHA’s documents governing the composition of these panels shall refer to both the ACT Board and all recognized CHA resident councils).

Within a reasonable time after the signing of the MOU, and periodically thereafter, the ACT Board shall (a) contact all recognized CHA resident councils to obtain their list of resident panelists; (b) otherwise solicit public housing and voucher residents to sit on these hearing panels; and (c) then provide the CHA with a formal list of said resident panelists that includes his/her name, address, phone number and, if possible, email address. The CHA shall provide training to the pool of resident and CHA panelists and shall develop a schedule such that all resident panelists will have the opportunity to sit on the various panels on a rotating basis. However, the CHA reserves the right to skip over any individual in the pool if it determines that he/she is a public housing resident that is not in substantial compliance with his/her lease or a voucher resident who is not in substantial compliance with his/her voucher program obligations. Further, in the event that no resident panelist is available from the pool for a scheduled hearing or if a pool does not exist, then the CHA may substitute a public housing resident or voucher resident, of its own choosing, for any scheduled hearing.

G. **Training.** Whenever the CHA offers training to its residents or local tenant council leaders, it shall provide the ACT Board with written advance notice and allow ACT Board members or designees to attend.

H. **Representation/Support.** Upon request of a resident, ACT representative(s) may attend and participate in any meeting or hearing involving that resident that is internal to CHA, at an agency, at court, and at any meeting or hearing open to the public. However, ACT representative(s) would not attend or participate in a meeting if it was confidential by statute or regulation and the third party convener of such a meeting decided that ACT representative(s) should not be present.
XI. Hiring.

A. Job Announcements and Description. The ACT Board can avail themselves of all job announcements and descriptions online as soon as such descriptions and announcements are publicly available.

B. Hiring. The CHA is open to resident participation in the hiring process. As such, the CHA shall work to secure and maintain a place for tenant participation in future collective bargaining agreements with Local #367 of The Laborer’s International Union of North America and Local #122 of the International Brotherhood of Teamsters. Given the fact that these agreements are negotiated and approved by the union membership, the CHA cannot provide more specific promises as to the manner or extent of the participation.

For posted/advertised positions that are not subject to a collective bargaining agreement, ACT may submit a written request to participate in the hiring process to the Executive Director. This request must be received by the Executive Director on or prior to the closing date on the posting/advertisement. In those cases where it is determined that the posted/advertised position has an impact on public housing and/or voucher residents’ lives, the Executive Director may invite resident participation in a format of his/her choosing.

For the position of Executive Director, the CHA Board of Commissioners must agree to ACT representation on the hiring panel.

XII. Modernization and the MTW Annual Plan

A. Applicability. The CHA recognizes that ACT has an essential role in the planning and implementation of all programs aimed at upgrading, rehabilitating, or modernizing the CHA’s public housing developments, and in the development and implementation of the MTW Annual Plan and Report. The CHA agrees to invite ACT to public meetings and planning sessions regarding public housing development(s) as appropriate, and public and resident meetings to review and comment on the MTW Annual Plan and the MTW Annual Report. (An example of this is ACT’s participation at public meetings on the citywide capital planning effort and at site meetings on Lincoln Way/Jackson Gardens.)

B. Structure for ACT Board input. Under Moving to Work, the CHA has a single fund budget and new procedures for the budgeting and implementation of capital improvements. The key areas for resident input in the new process as it pertains to capital improvements are as follows:

1. Capital Improvement Plan (CIP) and Physical Needs Assessment (PNA). From time to time, but at least every five years, the CHA will prepare a capital improvement plan for its state and federally assisted developments. The CIP is a critical evaluation of the physical condition of each development and a detailed list of recommendations and associated priorities for improvements over a five to ten year period and the proposed funding sources. Resident input in the development of this plan is crucial to ensure that
MEMORANDUM OF UNDERSTANDING BETWEEN CHA AND ACT
January 27, 2011

all physical improvement needs are identified and that the priorities established are reasonable and equitable.

The CIP is based on a PNA conducted by CHA staff and/or various consulting architects and engineers. After the initial survey is completed, the CHA will schedule a meeting with the ACT Board at a time and place where the maximum number of ACT Board members should be able to attend. The purpose of the meeting is to solicit input on the preliminary list of capital work items and proposed priorities.

Needs and priorities expressed by the ACT Board shall be given proper weight consistent with sound management. The CHA shall provide the ACT Board with the final document. If CHA and the ACT Board disagree on priorities, both parties will work cooperatively to make the document mutually acceptable.

2. Annual MTW Plan. The MTW Annual Plan serves as a comprehensive framework for CHA activities, including resource allocation decisions. It details all capital improvement projects receiving funding in a given fiscal year. The specific capital improvement projects to be implemented are based substantially on the priorities established in the CIP. Any changes in the priority of work items from the CIP are fully detailed in the Annual Plan.

Each year the CHA is required to submit an Annual MTW Plan to HUD on January 15th. Prior to submission of the Plan to HUD, the CHA announces the plan online, in writing, and at all major developments. After the public hearing, the CHA Board of Commissioners reviews and approves the Plan and CHA submits it to HUD.

Upon request of the ACT Board, CHA staff will be available for a meeting(s) prior to the public hearing to answer the ACT Board’s questions concerning any aspect of the draft Annual MTW Plan.

As required by the MTW Agreement, CHA shall allow sufficient time for meaningful input from the public prior to submitting the Plan to HUD.

As required by the MTW Agreement, the CHA shall examine the (short and long term) impacts of any rent reform proposals. Impact analysis shall be available to ACT prior to any implementation of the rent reform and CHA agrees to review the impact analysis with ACT at a separate meeting prior to any comment period associated with the rent reform.

CHA may also identify other proposals that have an impact on public housing and voucher residents and applicants and, to the extent impacts can be determined, CHA will provide this information to the ACT Board in a timely fashion and at least a week prior to the Board of Commissioners meeting considering final approval of the Plan.

All ACT members are encouraged to review the Annual Plan and Report and to submit comments in writing or verbally at the public hearing. All ACT members’ comments
will be given proper weight and consideration and will be forwarded to the CHA Board of Commissioners for further consideration. All comments, both positive and negative, received by CHA and CHA’s response thereto will be reported to HUD with the Plan and Report submissions.

XIII. Privacy and Confidentiality of Residents’ Information

Maintaining the privacy and confidentiality of residents’ information held by CHA is important to all ACT members.

A. Collection of Information. The CHA shall collect the minimum information concerning residents that is necessary for the performance of its lawful functions. ACT recognizes that the CHA has a lawful obligation to take reasonable steps to verify the information it is required to obtain. Verification shall be made in the least intrusive manner consistent with the legitimate needs of the CHA.

B. Confidentiality. Information concerning individual residents held by CHA shall be kept strictly confidential and shall not be released to any entity or individual except by written authorization of the resident or where the CHA is required by law to release the information. In addition, each resident may review and obtain photocopies of his/her own tenant file(s).

XIV. Notice

When this document refers to notice being given by CHA to the ACT Board and no specific means is described or otherwise agreed upon, then delivery shall be by the US Mail or by hand of one copy to the ACT office and one copy to the home of the two co-chairpersons of the ACT Board.

When this document refers to notice being given by the ACT Board to CHA and no specific means is described or otherwise agreed upon, then delivery shall be by US Mail or hand-delivery to the Executive Director at the CHA’s main administrative office or by email to the CHA’s Executive Director or to the tenant liaison.

XV. Dispute Resolution

The CHA and ACT Board shall attempt to resolve disputes (including those relating to the interpretation and/or implementation of this MOU) and reach consensus themselves. Where that is not possible and either party deems the dispute to be serious, then the parties shall participate in mediation offered by a professional mediation organization.

XVI. Severability

Each clause of this MOU stands on its own. In the event that any clause is determined to be in violation of any law, that clause only shall be deemed of no force and effect. This will not
impair the validity and enforceability of the rest of any clause, sentence, or paragraph in which the offending language may appear.

XVII. Term, Renewal, and Amendment

A. Term and Renewal. This MOU shall be effective upon execution and continuing for an initial period of three full budget years. It shall automatically be renewed for successive three year terms, unless either party notifies the other in writing not less than 4 calendar months before the expiration of any terms that it wishes to renegotiate the MOU. Such notice shall specify which section(s) of the MOU the party sending the notice wishes to renegotiate and will include the party’s proposed replacement section(s).

B. Amendment. This MOU may be modified in a writing signed by all parties and attached hereto.

Executed in duplicate on the dates listed below.

| Date | Gregory P. Russ  
|      | Executive Director  
|      | Cambridge Housing Authority |
| Date | Cheryl-Ann Pizza-Zeoli  
|      | Co-Chairperson  
|      | Alliance of Cambridge Tenants |
| Date | Victoria Bergland  
|      | Co-Chairperson  
|      | Alliance of Cambridge Tenants |