

## **Memorandum of Understanding**

### **I. PRELIMINARY STATEMENT**

1. This agreement is made between the Somerville Housing Authority (SHA) and the Mystic Tenant Association (MTA). This agreement recognizes and implements SHA's obligation to encourage tenants, through its duly recognized organizations, to participate to the fullest extent possible in the administration of public housing.

2. This agreement is subject to applicable regulations and other law of the United States Department of Housing and Urban Development (HUD) and the Executive Office of Housing and Livable Communities (EOHLC, formerly Massachusetts Department of Housing and Community Development, DHCD).

### **II. RECOGNITION**

The SHA recognizes MTA as the official representative of the tenants residing in the state-funded Mystic River and the federal-funded Mystic View developments (collectively, the Mystic Developments), with the power to negotiate on all matters that affect residents of these developments.

### **III. TENANT ORGANIZATION ACTIVITIES**

1. Somerville Housing Authority recognizes the right of all tenants residing at the Mystic Developments to organize and to join the Mystic Tenant Association. SHA shall give each new tenant written information about the MTA. This will include the names and business contact information of the board of directors of the MTA and an explanation of the role of the tenant organization. SHA shall not in any way interfere with, or discourage, any lawful tenant organizing activities. It shall not seek to evict tenants or take reprisals of any kind against any tenant for organizing, joining, or participating in the activities of a tenant organization. On the contrary, the SHA shall encourage and assist tenants in their lawful tenant organizing activities.

2. SHA representatives shall not attend any meeting of MTA or any tenants meeting except upon invitation by an officer of the Mystic Tenant Association.

3. Somerville Housing Authority recognizes the right of all tenants to distribute literature and information to other tenants upon the Mystic Developments, provided that such literature and information are relevant to MTA's activities and/or the SHA's proposed or existing policies. SHA will permit representatives of MTA access to all SHA buildings for the purpose of distributing or posting such literature, flyers, or other communications and for the purpose of making in-person contact with other tenants. To accomplish this, the president or vice president of MTA shall pick up from the SHA's Admin building the postal key that opens all front

building doors when access is needed and shall then return the key to SHA during business hours when done. In addition, upon MTA's request, the SHA will make "robo calls" and (when available) send text messages to all tenants' phone numbers on file at SHA so long as SHA receives the request at least three business days in advance. Whenever possible, SHA shall do the "robo" calls in multiple languages. The SHA shall update the robo call list monthly.

#### **IV. MEETINGS**

1. The Executive Director of the Somerville Housing Authority or his/her designee shall meet at least monthly with representative(s) from the Mystic Tenant Association to discuss issues of concern to either party and to carry out the requirements of this Memorandum of Understanding and applicable regulations. The SHA representative at these meetings shall have the authority to speak on behalf of the SHA.

2. The monthly meetings shall be held on the first Wednesday of the month at 10:00 AM. When the need arises, then additional meetings may be held with the consent of both parties or may be called by either party upon 48 hours written notice to the other party. Any scheduled meeting may be canceled or re-scheduled only with the consent of both parties or for emergency reasons.

#### **3. Security and Parking**

A. SHA will discuss with the MTA on a regular basis various options for improving the security of Mystic Developments tenants and for ensuring, after business hours, the maximum number of parking spaces for the Mystic Developments tenants and their visitors. The parking discussion shall include snow removal protocols, staff parking, and towing and other enforcement measures.

B. The SHA shall make every effort to have SHA's Safety Department personnel present at MTA meetings with SHA. The MTA and the SHA shall attempt to ensure quality communication between the residents of the Mystic Developments and the SHA Safety Department personnel.

4. Pest Control: SHA will discuss with the MTA on a regular basis various options for eliminating pests (including mice, rats, cockroaches, bedbugs) in the apartments and on the grounds at the Mystic Developments.

5. The SHA shall prepare, maintain, and distribute by email to MTA Board the minutes of these meetings on a timely basis (which is generally within five business days).

## **V. INFORMATION**

1. The Somerville Housing Authority shall, upon request, provide the Mystic Tenant Association with a copy of public records and documents that relate to the administration of the Mystic Developments and other related programs operated by SHA. This includes, but is not limited to, periodic reports such as the Authority's Annual Report and leasing and vacancy reports; contracts for financial assistance; financial statements and summary sheets of operating budgets; non-confidential correspondence between the Authority, Regulatory Agencies, and other agencies; specifications for bids; schedules for community activities; and any reports and studies regarding management policies.

2. Copies of all such documents shall be provided by SHA free of charge to the President or Vice-President of the MTA. If the records are voluminous, MTA's representatives shall be allowed access to the documents in the SHA's office during normal business hours, and may copy portions of them.

## **VI. FACILITIES FOR THE MYSTIC TENANT ASSOCIATION**

1. The Somerville Housing Authority shall lease at no charge to MTA an office on SHA property. This office is currently located at the Mystic Activity Center, 530 Mystic Avenue, Room 112, Somerville, MA. The office shall be private, secure, large enough to meet the reasonable needs of MTA, freely accessible to tenants at all times, and in a location convenient to the maximum number of tenants. Other groups may share the office only with written permission of MTA. The key for the office shall be kept by MTA. SHA's agents or employees may enter the office only with the permission of MTA except in cases of emergency. The SHA shall provide MTA with at least two office keys.

2. The Somerville Housing Authority shall provide MTA with a reasonable supply of office furniture including desks, chairs, filing cabinet, tables, and bookshelves. SHA shall provide, without charge, a reasonable amount of basic consumable office supplies, including all items customarily used in the operation of a business office and shall replenish them as reasonably necessary. SHA shall provide internet service without charge. MTA shall have reasonable access to and use of the SHA copy machines (at Mystic Activity Center and Admin. Building) and color and black and white printers at the computer lab at Mystic Activity Center, all free of charge. SHA shall provide for the installation of a telephone and shall pay the basic local service cost. SHA shall pay for the electricity and heat for MTA's office. SHA shall be responsible for extermination of the office and for painting upon MTA's reasonable request. MTA shall be responsible for the reasonable cost of extermination only if it was negligent in causing the pest problem (e.g. leaving food or causing clutter) and any dispute as to this shall be grievable to the SHA's Grievance Panel. MTA shall be responsible for routine cleaning of the office.

3. The Somerville Housing Authority shall allow MTA to use at no charge the community and conference rooms and computer lab at the Mystic Activity Center at reasonable times upon MTA's request.

## **VII. FUNDS FOR MYSTIC TENANT ASSOCIATION**

1. The Somerville Housing Authority shall make available to the Mystic Tenant Association funds at the rate stated in the current state regulations for tenant participation (currently found at 760 CMR 6.09) and EOHLC notices and at the rate provided in the federal public housing regulations (24 CFR 964.150) and HUD notices. At present, these funds are \$25/year/unit for the 449 units occupied or available for occupancy by tenants at the Mystic Developments. These funds will be used for general items of expense in the conduct of the business and activities of MTA. This includes additional office equipment, special stationery, telephone costs beyond the basic service costs, travel for MTA business, postage, stipends for the MTA board members (with federal funds), dues to statewide and national tenants organizations, attendance at relevant conferences (including travel and hotel costs if necessary), translation and light food and drinks at MTA general membership meetings, and publications and training related to tenants' rights and education and services to tenants so long as such expenditures are not prohibited by federal or state law.

Funds may not be used for social or recreational purposes such as parties, outings, recreational equipment, and charitable or religious donations.

2. Within the budget year (April 1 - March 31), MTA shall submit to SHA a budget describing its proposed expenditures of the SHA funds for the upcoming year. MTA shall make its best efforts to submit the proposed budget in February or March. This budget will be authorized by the SHA and the MTA shall receive the full amount of the annual funds within five working days of authorization.

3. At the end of the budget year, MTA shall submit to the SHA an annual report of the actual expenditures of the SHA funds.

4. Any SHA funds not expended or committed by MTA shall be used for future operations by the Mystic Tenant Association. MTA shall provide the SHA with a revised budget or other accounting of the use or planned use of said funds.

5. If SHA believes that any item contained in the MTA's budget falls outside the scope of the legitimate business and activities of MTA, then SHA may object to MTA in writing, stating the reasons for its objection. Such objection shall not affect SHA's obligation to pay to MTA an amount equal to the budget total minus the disputed item(s). SHA and MTA shall meet promptly to seek to resolve the dispute. If no agreement is reached, then the budget as submitted by the MTA and the SHA's written objections shall be forwarded to the Regulatory Agency for resolution of the dispute.

6. Mystic Tenant Association may raise its own funds and spend those funds as it considers appropriate. Fundraisings shall not affect the right of Mystic Tenant Association to claim the funds described above.

7. Upon request, SHA shall make its accountant or financial officer reasonably available to MTA to provide technical assistance on bookkeeping and accounting matters.

## **VIII. AUTHORITY POLICIES AND PRACTICES**

1. Somerville Housing Authority shall continue to post all current policies on its website and, upon request from the MTA president, shall make a paper copy available.

2. Except as provided by the federal and state Annual Plan processes or as otherwise required by law, when Somerville Housing Authority proposes any change in policies, procedures, rules, leases, forms, documents or practices that may affect tenants at the Mystic Developments, SHA shall submit these proposed changes in writing to the board members of the Mystic Tenant Association. MTA has thirty (30) days in which to review and comment in writing on the proposed changes unless said 30 days is enlarged by the SHA. Upon request from the MTA Board, the SHA shall meet with the MTA Board to have an interactive discussion about any such proposed changes. The SHA shall give full and fair consideration to the comments and concerns of the MTA and will promptly provide a written response to the MTA proposal.

3. The conduct of SHA employees toward tenants shall be courteous, civil and respectful. When a complaint is made by a tenant regarding an employee, the SHA shall promptly investigate the complaint and promptly notify the complainant of the outcome of its investigation to the extent permitted by law (which may include only that SHA investigated and appropriate action was taken).

## **IX. HIRING**

1. Prior to filling a position (including promotions pursuant to an applicable internal promotion policy) in which the employee to be hired will have direct dealings with the Residents, the Executive Director shall provide the MTA the opportunity to examine resumes of all candidates, to express the MTA's objective view of the qualifications of some or all of the candidates, to recommend one or more of these candidates to be interviewed, to participate in interviews of the candidates who are interviewed, and to make a recommendation about which candidate should be hired. In the event that the Executive Director or the SHA shall choose to conduct a preliminary screening of the resumes of candidates, the MTA shall not have the opportunity to examine resumes of candidates eliminated by such preliminary screening. Without a prior written agreement detailing the specific procedures to be followed, the MTA shall not check a candidate's references, either commercial or personal, contact his or her employers, past or

present, independently arrange for an interview of a candidate, or conduct activities which infringe on the candidate's privacy.

2. The SHA shall notify the MTA whenever a job at the SHA becomes available to outside candidates and is not covered by an applicable internal promotion policy. All such jobs shall also be posted in the SHA's main administrative office. The fact that a candidate is a Tenant or Household Member is a factor to be considered by the SHA in the candidate's favor.

## **X. BUDGET OF THE AUTHORITY**

1. Upon MTA's request, the SHA shall provide MTA with the SHA's deadlines for submission of its annual budgets to EOHLC and HUD and SHA's estimated timeframe for developing said budgets.

2. The MTA may propose items and/or recommendations on items they would like to be considered for input into the next fiscal year's operating budget during the meetings of the Annual Plan process or at the monthly meetings held between the MTA and SHA.

3. At SHA and MTA's monthly meetings (as described in Section IV above), the SHA shall notify MTA about, and the parties shall discuss, any significant change in the budget or capital fund affecting the members of MTA. In addition, at these meetings or otherwise, the SHA shall explain its reasons for not adopting any budget recommendations of the MTA.

## **XI. AUTHORITY BOARD MEETINGS**

1. In order that MTA may be fully informed and that discussions between the parties may be based on a common understanding of facts and problems, the SHA shall provide the MTA Board (by email) with a copy of the packet supplied to Board members prior to their meetings. This shall include all non-confidential official communications between members of the SHA's Board of Commissioners and SHA officials and employees, including the agenda for any upcoming meetings and draft minutes of any previous meetings. The MTA Board shall receive this packet prior to the Board of Commissioners' meeting and at the same time that the Commissioners receive their packets. To the extent that a document is too lengthy to be included in the packet, SHA shall provide MTA with the opportunity to inspect and copy such document sufficiently prior to the Board meeting at which it is to be considered.

2. The SHA shall include on the agenda of each meeting of the Board time for resident input.

#### **XIV. MODERNIZATION and CAPITAL IMPROVEMENTS**

1. The SHA shall consult with the MTA regarding the projects and initiatives outlined below:

A. All needs and priorities that are identified by the MTA to be considered by the SHA for inclusion in the Capital Improvement Plan (CIP);

B. Any planned or ongoing capital projects, including status, schedule, budget and expenditures of such projects, and such consultation shall occur at least quarterly, between Capital Improvement Plan submissions;

C. Any planned applications for, or awards from, any special capital funding programs or initiatives;

D. Any plans by the SHA to seek to become a Host Housing Authority for a Capital Assistance Team, or to request a waiver from participating in the Capital Assistance Program established pursuant to 760 CMR 11.08: *Capital Assistance Program*;

E. Large Projects, as defined in 760 CMR 11.01(4), that will require relocation, unit reconfiguration, demolition or new construction. For these projects, the SHA shall invite an MTA representative to participate in the interview of the finalist(s) for designer and to the schematic design review meeting. Prior to bidding, the designer and the SHA shall solicit and review comments from the MTA on the proposed modernization improvements and incorporate these comments in the bidding documents if deemed appropriate by the SHA. Following award of the construction contract, the SHA shall:

a. inform the MTA of the award, the construction contract, and the proposed construction schedule,

b. inform the MTA that the material documents relating to the modernization project are available in the SHA's office for inspection,

c. invite an MTA representative to attend pre construction conferences, and

d. invite no more than two MTA representatives to attend and observe any regularly scheduled job meeting.

## XV. DURATION AND CHANGES

This Memorandum of Understanding is executed in duplicate. It is effective as of May 20, 2025 and shall remain in effect through May 20, 2028 unless modified in a writing signed by all parties and attached hereto. It shall self-extend for three year periods unless, at least 30 days prior to its expiration, either the MTA Board or SHA sends the other party written notice that it wishes to renegotiate said Memorandum of Understanding.

Executed on the dates listed below.

5/20/2025

Date

DocuSigned by:

*Diane Cohen*

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Diane Cohen  
Executive Director  
Somerville Housing Authority

5/20/2025

Date

DocuSigned by:

*Denise Lauers*

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Denise Lauers  
President of MTA  
[MysticTenants@gmail.com](mailto:MysticTenants@gmail.com)

5/20/2025

Date

Signed by:

*Rey Santana*

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Rey Santana  
Vice President of MTA

Date

Marilza Benevides  
Co-Secretary of MTA

Date

Mirian Lopez  
Co-Secretary of MTA

Date

Rosie de Assis  
Co-Secretary of MTA

Date

Ana De Cruz  
Co-Treasurer of MTA

Final 5 20 2025



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Date

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(Maria) Estela Calzada  
Co-Treasurer of MTA

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Date

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Marie Solon  
Board Member of MTA

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Date

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Miriam DeOliveira  
Board Member of MTA