

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**NEW YORK CITY HOUSING AUTHORITY**  
**AND**  
**CITYWIDE COUNCIL OF PRESIDENTS, INC.**

This Memorandum of Agreement (the “**MOA**”), dated September 8th, 2021 (the “**Effective Date**”), is by and between the NEW YORK CITY HOUSING AUTHORITY (“**NYCHA**”), a public benefit corporation organized under the laws of the State of New York, having its principal office at 90 Church Street, New York, New York 10007, and the CITYWIDE COUNCIL OF PRESIDENTS, INC. (the “**CCOP**”), a not-for-profit corporation organized under the laws of the State of New York, having its principal office at 765 Courtlandt ave Bronx NY 10451 (each, a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the Parties wish to formally acknowledge the existence of a collaborative partnership for the benefit of NYCHA public housing residents (the “**Residents**”), as envisioned by the United States Department of Housing and Urban Development (“**HUD**”) under 24 C.F.R. Part 964; and

**WHEREAS**, the Residents of many NYCHA public housing developments (“**Development(s)**”) have formed local resident councils (“**LRC(s)**”) (the CCOP and LRCs collectively referred to as “**RCs**”) to enable Residents to create a positive living environment for families living in public housing; and

**WHEREAS**, the partnership between NYCHA and the CCOP was previously acknowledged by NYCHA and the CCOP’s predecessor, the Interim Council of Presidents, by a memorandum of agreement, dated January 12, 1993 (the “**1993 MOA**”), and a memorandum of agreement for the funding of tenant participation activities, dated February 23, 2012, both of which are superseded by this MOA; and

**WHEREAS**, NYCHA has recognized and continues to recognize CCOP as the jurisdiction-wide representative of the Residents; and

**WHEREAS**, the Parties wish to memorialize the essential elements of the relationship between NYCHA and CCOP; and

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows:

1. **Compliance with Laws and Rules and Recognition**

1.1 The Parties shall comply with all applicable laws, rules, and HUD guidance, including 24 C.F.R. Part 964 and any relevant Public and Indian Housing Notice issued by HUD, throughout the duration of this MOA. NYCHA shall perform oversight of its employees to ensure they comply with 24 C.F.R. Part 964 and the obligations set forth in this MOA, and oversight of the CCOP and LRCs to ensure that the CCOP and LRCs comply with 24 C.F.R. Part 964 and their respective bylaws. The CCOP Board, in addition to NYCHA, shall perform oversight of the CCOP members and the CCOP Board, at the request of NYCHA or the request of

a LRC, shall perform oversight of the elected members of the LRCs to ensure they comply with 24 C.F.R. Part 964, their respective bylaws, and the obligations set forth in this MOA. The CCOP Board shall support and assist NYCHA in NYCHA's oversight of the LRCs.

1.2 In accordance with 24 C.F.R. Part 964.105, NYCHA officially recognizes the CCOP as the jurisdiction-wide representative of the Residents that may advise NYCHA in all areas of NYCHA operations, including but not limited to occupancy, general management, maintenance, security, resident training, resident employment, social services and modernization priorities as listed in 24 CFR 964.105(b). NYCHA shall ensure that all of its departments know who the CCOP is, the role of the CCOP and ensure that each department disseminates that information to the staff within that department.

1.3 CCOP shall maintain its recognition as the official duly-elected jurisdiction-wide representative for the Residents by complying with all federal requirements for recognition, including, but not limited to, maintaining written procedures such as bylaws, having a democratically-elected governing board consisting of a minimum of five (5) officers (which must include a President, Vice-President, Secretary, Treasurer, and Sergeant-At-Arms), and holding fair and frequent elections, occurring at least once every three (3) years for each office.

1.4 NYCHA will monitor the CCOP to confirm its compliance with the federal minimum standards for fair and frequent elections, and the requirement to follow its own election procedures as adopted, as set forth in 24 CFR 964.130(b). If the CCOP fails to comply with such requirements, NYCHA shall notify the CCOP in writing and provide the CCOP with an opportunity to cure its non-compliance (a cure period of no less than 90 calendar days shall be provided). If the CCOP fails to cure its non-compliance within the provided cure period, NYCHA may withdraw its recognition of the CCOP.

## **2. Meetings**

2.1 In accordance with 24 C.F.R. § 964.18(a)(5), NYCHA will provide the CCOP with exclusive use of an office space (that include restroom facilities) and non exclusive use of meeting facilities, free of charge. Any such access shall be subject to a separate license agreement, which must be executed by both Parties before access is granted.

2.2 In accordance with 24 C.F.R. § 964.18(a)(5), NYCHA will provide the LRCs with exclusive use of an office space (that includes restroom facilities) in the Development that the LRC represents or in a neighboring Development as available and as determined by NYCHA, and non-exclusive use of meeting facilities in the Development that the LRC represents as the first priority, and as a

Second priority, NYCHA shall remove a unit in the Development that the LRC represents based on availability and as determined by NYCHA, free of charge. The meeting space shall be of sufficient size to accommodate at least 10% of the Development's Residents at a Development with 200 or fewer units, at least 50 of

the Development's Residents at a Development that has between 201-1000 units, and at least 100 of the Development's Residents at a Development that has over 1000 units. Notwithstanding the foregoing, all meeting spaces shall be subject to New York City Fire Department occupancy limitations. Any such access shall be subject to a separate license agreement, which must be executed by both Parties before access is granted.

- 2.3 NYCHA's Resident Engagement Department ("RED") shall meet with the CCOP Board on a quarterly basis, or upon another mutually-agreed upon frequency, to discuss high level matters pertaining to occupancy, general management, maintenance, security, Resident training, Resident employment, social services, modernization priorities, and standard procedures and policies, as envisioned by HUD under 24 C.F.R. Part 964. RED shall send the CCOP Board the meeting agenda at least 48 hours prior to the scheduled meeting (unless reasonable circumstances prevent the timely dissemination) and shall post meeting minutes on NYCHA's website after the meeting concludes.
  - 2.4 RED shall arrange for the Property Manager at each Development to meet with the Development's LRC on a monthly basis, or upon another mutually-agreed upon frequency (no less than monthly), to discuss topics including but not limited to modernization, security, maintenance, resident screening and selection, and recreation as required and listed under 24 CFR 964.135.
  - 2.5 RED shall arrange for the Regional Asset Manager and Borough Director (or their future title replacements) in each region (or future geographical replacement) to meet with the CCOP's associated District Council of Presidents as set forth in the Schedule attached to this MOA as **Exhibit A**, as may be updated from time to time, to discuss topics listed under 24 CFR 964.135.
  - 2.6 RED shall host annual borough-based town hall meetings with Residents to engage with Residents and listen to Resident concerns and include the CCOP Board in these meetings.
  - 2.7 NYCHA, in its sole discretion and in coordination with the CCOP, shall include Resident(s) who are not members of the CCOP in working groups concerning occupancy, general management, maintenance, security, Resident training, Resident employment, social services, modernization priorities, and new initiatives planned for implementation. Specifically, NYCHA shall include the LRC in discussions regarding projects impacting the LRC and standards for such projects including but not limited to the quality of work and materials to be used. NYCHA shall consult with the LRC to solicit feedback on the contractor's performance during and after completion of the contract.
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- 2.8 A resident relations subcommittee of the NYCHA Board shall meet with the CCOP Board on a monthly basis, or upon another mutually-agreed upon frequency (no less than monthly), to discuss topics as required and listed under 24 CFR 964.135 and any additional topics.

2.9 On a semi-annual basis, the LRCs may host a welcome meeting for new Residents. The LRCs may post notice of the welcome meeting at the Development, and NYCHA shall send an invitation to the welcome meeting to any Residents who have moved to the Development within the prior semi-annual period. The LRC shall include the CCOP in the invitation.

### **3. Contract Review**

3.1 NYCHA shall seek CCOP Board and LRC input with respect to Resident hiring opportunities/recommendations and advertising.

3.2 If NYCHA is selecting a community facility provider for a NYCHA development, then NYCHA shall involve the CCOP Board and LRC in the selection process. The CCOP Board and LRC shall ensure that their involvement does not unreasonably lengthen the selection process. If a New York City Agency is selecting a community facility provider for a NYCHA development, then NYCHA shall inform that City Agency of the requirement to include the CCOP Board and LRC in the selection process. NYCHA will include CCOP Board in the development and execution of any MOU with NYC agencies that contract with service providers occupying NYCHA community facilities.

3.3 On an annual basis and after legal review, NYCHA shall provide the CCOP the Annual Contributions Contract.

### **4. Resident Council Operating Principles (applicable to CCOP and LRCs)** 4.1

Any RC may be either unincorporated or incorporated.

4.2 RCs are independent entities. However, to ensure the rights of all residents, the bylaws of each RC shall incorporate the operating principles set forth in this Agreement. All RC By-Laws must be submitted to NYCHA to ensure the By Laws are in compliance with 24 C.F.R. Part 964. Any amendments to the By-laws must be submitted to NYCHA within 10 business days of the ratification of those amendments. By-Laws which are not submitted to NYCHA will not be recognized or considered effective by NYCHA. If any by-laws are found to be out of compliance, at any time, the resident council shall be required to make corrections within 90 calendar days. Failure to make the corrections to the bylaws will result in withdrawal of recognition of the council by NYCHA, in accordance with 24 CFR Part 964, Subpart B and NYCHA will withdraw funding for the RC. NYCHA shall review any By-Laws or amendments to By-Laws, upon initial submission of the bylaws and confirmation that the By-Laws are in compliance with 24 CFR Part 964, cause funding to commence.

4.3 Copies of the Certificate of Incorporation, if any, and the bylaws of each RC together with each amendment, shall be filed with NYCHA for review and the preservation of documents.

4.4 Each RC shall have a democratically elected governing board that is elected by the voting membership. At a minimum, the governing board should consist of five (5) elected board members, with no one individual holding more than one office at a time. Such board members shall consist of a President, Vice-President, Secretary, Treasurer, and Sergeant-At-Arms. Each board member must remain in compliance with his/her lease for his/her entire elected term. If a board member is not in compliance with his/her lease, NYCHA shall require the LRC or CCOP (as applicable) to promptly remove such individual from the board, and if the LRC/CCOP fails to do so, NYCHA may withdraw recognition of the LRC/CCOP.

4.5 Each RC shall hold elections of all officers at least every three years.

4.6 No individual employed by NYCHA, in a policy making or lease enforcement role, is eligible to hold any office of any RC as long as such individual remains employed by NYCHA.

4.7 Each RC shall have a nominating committee having the responsibility of proposing one or more candidates for each elected office of the RC and shall announce its slate of candidates at a meeting of the RC held at least 30-days in advance of the general election meeting (the “**Nominations Meeting**”). The President shall not appoint the chair of the nominating committee. The nominating committee will include in its report a statement to the effect that each nominated candidate has agreed to serve if elected. Nominations for any elected office may be received from the floor at the Nominations Meeting, provided that any candidate so nominated is present and announces that he or she will serve if elected.

4.8 Notices of nominations and elections shall be available to residents not less than 30 days before the date of the respective Nominations Meeting or general election meeting. Notices shall be sufficiently publicized in writing (which may include written notice posted electronically on a website) and shall include a description of the election procedures, eligibility requirements, and dates of nominations and elections. Notices shall be made in one or more languages as appropriate.

4.9 Pursuant to 24 C.F.R. § 964.18(9), the RCs shall hold monthly meetings with the residents to ensure that residents have input and are aware and actively involved in HA management-resident council decisions and activities. In furtherance of the RC's role to improve the quality of life and resident satisfaction and participate in self-help initiatives to enable residents to create a positive living environment as set forth in 24 C.F.R. §964.100, LRCs are required to provide residents notice of the time, date, and location of any general membership meeting 30 days before the meeting. This notice shall be sufficiently publicized in writing (which may include written notice posted electronically on a website) and the LRC shall also send written notice of the meeting to the CCOP.

4.10 If a RC fails to satisfy HUD minimum standards for fair and frequent elections, or fails to follow its own election procedures as adopted, NYCHA shall withdraw recognition of the RC. NYCHA shall notify the CCOP when a withdrawal occurs. This notice shall be in writing and can be a copy of the notification sent to the RC.



- 4.11 NYCHA and the CCOP Board may attend any Nominations Meeting or general election meeting. Pursuant to 24 C.F.R. § 964.130, at minimum, a RC may use local election boards/commissions. The RC shall use an independent third-party to oversee elections and recall procedures. NYCHA shall monitor the RC election process and shall establish a procedure to appeal any adverse decision relating to failure to satisfy HUD minimum standards. NYCHA shall determine whether a RC is in compliance with HUD minimum standards based on 24 CFR Part 964 and on the RC's By-Laws. NYCHA and the CCOP Board shall work in partnership to explore if and how the LRCs could implement electronic voting procedures.
- 4.12 A goal of the RC shall be to actively recruit members from among residents of the Development represented by the RC.
- 4.13 Each newly-elected officer of any RC shall be invited to participate in NYCHA sponsored workshops on leadership enhancement, motivation, and membership recruitment.
- 4.14 Any funds held by a RC shall be deposited in a bank account in New York City. Withdrawals from any such account shall require signatures of at least two RC officers. A financial report should be read at each RC meeting. Petty cash should not exceed \$200. All petty cash, bank accounts, and financial or other records of any RC that is dissolved shall be transferred to a successor RC. If there is no successor RC, CCOP Board shall be given access to the bank accounts to safeguard for any future RC. CCOP shall hire, at NYCHA's expense, an escrow agent, who shall be fiduciarily responsible for holding the funds, to safeguard the funds until a new resident council is established, at which time the escrow agent will issue them to the recognized RC.
- 4.15 RC constitutions or bylaws that contain articles that place undue hardship upon and/or violate the rights of NYCHA residents (charging membership dues, articles of exclusion, etc.) are unacceptable and not within the principles of 24 C.F.R. Part 964.
- 4.16 NYCHA will withdraw recognition of, and so notify in writing, any RC that does not comply with the operating principles set forth in this Agreement or fails to act on the Code of Conduct violations, 24 C.F.R. Part 964, or the terms of an individual LRC funding agreement. A RC in non-compliance with these operating principles shall have a grace period of 90 days to comply and should avail itself of assistance from a mutually-agreed upon party such as the CCOP Board or NYCHA's resident engagement department. Continued non-compliance will necessitate withdrawal of recognition by NYCHA. NYCHA shall notify the
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- CCOP Board when a withdrawal occurs in writing, and such notice may be a copy of the notification sent to the RC.
- 4.17 Pursuant to 24 C.F.R. § 964.150(a)(1), NYCHA shall provide the duly elected LRC \$15 per unit per year (subject to the availability of congressional appropriations)

as long as: (1) the LRC is in compliance with 24 C.F.R. Part 964; (2) the LRC is not within the 90-day grace period described in Article 4.16 above; and (3) NYCHA has not withdrawn recognition of the LRC. NYCHA shall ensure that LRCs which comply with the preceding three criteria have access to funds currently allocated to NYCHA by HUD, regardless of any pending congressional changes to the funding allocation.

- 4.18 Pursuant to 24 C.F.R. § 964.150(b)(1), stipends which NYCHA may provide to LRC officers who serve as volunteers shall not be considered income for the purpose of calculating those Residents' monthly rent payments. A maximum of five officers on each LRC may receive a stipend. Residents shall be responsible for determining the income tax effects on their annual income if they chose to receive a stipend. NYCHA shall inform residents that there may be tax repercussions if they chose to receive a stipend.
- 4.19 NYCHA shall provide each LRC with a template of standardized bylaws, which the LRC may use as a guide when amending their bylaws.
- 4.20 All heads of household (any age) and other authorized residents of the development represented by a LRC who are 18 years or older shall be eligible to vote to elect individuals to the LRC board ("**Voting Member(s)**"). LRCs may not enforce additional prerequisites for voting for the LRC board, including but not limited to requiring that an individual pay dues. Any Voting Member of the LRC who meets any additional requirements in the LRC By-Laws and is in compliance with the lease may seek office and serve on the LRC board. Such additional requirements in the By-Laws must be in compliance with Article 4.21 below.
- 4.21 LRCs shall not adopt election rules that do not comply with or support the spirit of 24 C.F.R. Part 964, which is to involve Residents in the overall mission of public housing, and shall not be unduly burdensome. The LRCs shall not attempt to limit participation in voting for LRC leadership or LRC membership. LRCs may establish requirements to be nominated for the LRC board. Those requirements shall not be unduly burdensome and must be included in the LRC's By-Laws.
- 4.22 All presidents of LRCs shall be members of the CCOP and eligible to vote for which LRC president(s) shall be board member(s) of the CCOP, pursuant to the CCOP bylaws.
- 4.23 The LRCs shall, if necessary, amend their By-Laws so that the LRC election takes place in March, April, May or June so that all LRCs are on same election cycle. The CCOP election shall take place in December.
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- 4.24 The Resident Advisory Board shall be formed in compliance with 24 C.F.R. § 903.13, which sets forth in 24 C.F.R. § 903.13(b)(1) that if a jurisdiction-wide resident council exists that complies with the tenant participation regulations in part 964 of this title, the PHA shall appoint the jurisdiction-wide resident council or the council's representatives as the Resident Advisory Board. If the PHA makes such an appointment, the members of the jurisdiction-wide resident council or the

council's representatives shall be added or another Resident Advisory Board formed to provide for reasonable representation of families receiving tenant-based assistance where such representation is required under paragraph (b)(2) of this section.

4.25 NYCHA and the CCOP Board shall coordinate to draft a Code of Conduct, attached hereto as **Exhibit B**.

4.26 The CCOP Board shall establish a mailing address, phone number, and e-mail address and provide such contact information to NYCHA, and use such contact information for communications with the public. The CCOP shall also encourage each LRC to establish a mailing address, phone number, and e-mail address for communications with the public. NYCHA shall provide the CCOP Board with the contact information for all LRCs. That contact information shall include the resident council office address, phone number, and email addresses. NYCHA shall request the personal phone number and email address of each LRC officer and shall request permission to share such information with the CCOP Board, and if the individual grants permission, NYCHA shall provide that individual's phone number and email address with the CCOP Board.

**5. Resident Satisfaction, Self-Certification, and Training Opportunities**

5.1 RED and the CCOP Board shall coordinate to create and implement a customer service satisfaction score card which can be used at each Development to measure Resident satisfaction.

5.2 RED and the CCOP Board shall coordinate to develop a mechanism for a Resident to self-certify through the NYCHA Self-Service Portal that he/she has completed 8 hours of an economic self-sufficiency program and/or community service as required by 24 C.F.R. § 960.603

5.3 NYCHA shall advertise resident training opportunities.

**6. Resident Management Corporations**

6.1 Pursuant to § 964.225(b), NYCHA shall give full and serious consideration to resident management corporations seeking to enter into a management contract with NYCHA, and NYCHA shall enter into good-faith negotiations with a RC seeking to contract with NYCHA to provide management services.

6.2 NYCHA shall provide support (excluding financial support) to the RCs in connection with the RCs forming resident management corporations (which includes providing training support) and shall cooperate with the RCs to

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determine ways in which a resident management corporation can participate in the management of a development, pursuant to 24 C.F.R. Part 964 Subpart C. NYCHA shall include the CCOP Board in all training sessions.

**7. Entire MOU and Incorporation.**

7.1 This MOA and all documents incorporated by reference into this MOA constitute the



entire agreement between the Parties.

7.2 This MOA is subject to all applicable federal, state, and local laws and regulations and incorporates by reference as if fully set forth herein HUD PIH Notice 2013-21 and NYCHA's Tenant Participation Guidebook for Resident Councils (the "**TPA Guidebook**"), as may be subsequently amended.

7.3 In the event of any conflict in language among this MOA, the 1993 MOA, and 24 C.F.R. Part 964, the following order of precedence shall apply:

7.3.1 24 C.F.R. Part 964; and then

7.3.2 this MOA; and then

7.3.3 the 1993 MOA..

8. **Amendment**. Any amendment to this MOA must be in writing and signed by an authorized representative of each Party.

9. **Term of MOA**. This MOA will commence as of the Effective Date and will expire three (3) years thereafter (the "**Initial Term**"), unless this MOA is extended or earlier terminated pursuant to its provisions. This MOA shall be extended automatically for up to three (3) consecutive three (3) year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") provided that NYCHA and the CCOP meet prior to each expiration during the month of January. Prior to the expiration of each Renewal Term, NYCHA shall send a renewal notice to the CCOP Board, NYCHA and the CCOP Board shall review this MOA and discuss potential amendments. If there are no amendments needed or agreed upon by NYCHA and the CCOP Board, NYCHA and the CCOP Board shall issue a no amendment notice and add it to their respective files.

10. **Termination of MOA**.

10.1 If either Party deems it necessary to modify this MOA, the Parties shall negotiate in good faith to modify the MOA to address such constraints. In the event the Parties are unable to agree upon a solution, then either Party may terminate the MOA upon 90 days prior written notice to the other Party of its intention to terminate the MOA. After receipt of such notice, the Parties must cease all activities under the MOA, unless otherwise directed in the notice.

10.2 In the event NYCHA withdraws recognition of the CCOP, this MOA shall terminate immediately upon the date of withdrawal or recognition. Such termination shall occur automatically and without notice.

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11. **No Waiver**. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

12. **New York Law**. The MOA and performance of it are governed by and are to be construed in accordance with 24 CFR Part 964 and the laws of the State of New York.

13. **Notices**. Any notice to be given under this MOA must be in writing and sent by

electronic means, or hand, or overnight mail service, or registered or certified United States mail, return receipt requested, to the attention of the Parties at the respective addresses set forth below:

To CCOP: Citywide Council of Presidents, Inc.

% Daniel Barber

765 Courtlandt ave

Bronx, NY 10451

Attn: Chair of CCOP with a copy to each member of the CCOP Board

to NYCHA: New York City Housing Authority

Community Engagement and Partnerships

90 Church Street, 10th Floor

New York, New York 10007

Attn: Executive Vice President for Community Engagement and Partnerships

with a copy to: New York City Housing Authority

Law Department

90 Church Street, 11th Floor

New York, New York 10007

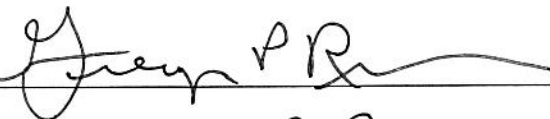
Attn: Assistant General Counsel for Corporate Affairs

14. **Counterparts**. This MOA may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same MOA. In the event that any signature is delivered by facsimile transmission or by e mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.
15. **Authority of Signatory**. Each of the Parties hereto represents and warrants to the other that the person executing this MOA on behalf of such Party has the full right, power and authority to enter into and execute this MOA on such Party’s behalf.

*[signature pages follow]*

authorized officer as set forth below.

**NEW YORK CITY HOUSING AUTHORITY**

By: 

Name: Gregory P Russ

Title: Chairperson

Date Signed (MM/DD/YEAR): 09/08/2021

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SIGNATURE PAGE TO NEW YORK CITY HOUSING AUTHORITY AND  
CITYWIDE COUNCIL OF PRESIDENTS, INC. MOU

**IN WITNESS WHEREOF**, the Citywide Council of Presidents, Inc., with intent to be

legally bound as of the Effective Date, has caused this MOA to be executed by its duly authorized officer as set forth below.

**CITYWIDE COUNCIL OF PRESIDENTS, INC.**

By: \_\_\_\_\_

Name: Daniel Barber

Title: Chairman

Date Signed: 09/08/2021

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**EXHIBIT A**

**MEETING SCHEDULE**

**EXHIBIT B**

## **CODE OF CONDUCT**