

July 21, 2016

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute a Memorandum of Understanding between the Housing Authority of Clackamas County and Town Center Greens Limited Partnership by it's General Partner Central City Concern for administering 21 Project Based Vouchers at Town Center Courtyards Apartments

<b>Purpose/Outcomes</b>	Execute MOU to identify roles of each agency in administering the Project Based Vouchers at Town Center Courtyards
<b>Dollar Amount and Fiscal Impact</b>	\$0
<b>Funding Source</b>	U.S. Department of Housing and Urban Development. No General Funds used.
<b>Duration</b>	August 1, 2016 - July 31, 2031 (15 years)
<b>Previous Board Action</b>	The HACC Board of Commissioners approved the aware of 21 Project Based Vouchers on 12/18/2014 through Resolution #1908
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	7883

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the of Health, Housing and Human Services Department, requests approval to enter into a Memorandum of Understanding (MOU) with Central City Concern (CCC) the General Partner of Town Center Greens Limited Partnership, to identify roles and responsibilities in administering 21 Project Based Vouchers (PBV) at Town Center Courtyards located at 11475 SE 85th, Happy Valley, OR 97086.

Central City Concern (CCC) responded to an RFP with a project proposal to build 60 units of a mix of one, two and three-bedroom units that will be affordable to households below 60% of the area median income. The apartments are designated for homeless families recovering from alcohol or drug addiction. Wrap around services are provided on and off site to these families to maintain stabilization and obtain self-sufficiency. The property is located close to Clackamas Town Center, transit lines and other services. The Board approved the award of 21 PBV units to CCC Town Center Courtyards on December 18, 2014.

**RECOMMENDATION:**

Staff recommends the Board's approval to enter into a MOU with CCC effective August 1, 2016. Additionally staff recommend the Board authorize Chuck Robbins, Executive Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

## MEMORANDUM OF UNDERSTANDING

Between the

**THE HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
And

**CENTRAL CITY CONCERN**

This Memorandum of Understanding (this "Agreement") is between the Housing Authority of Clackamas County ("HACC"), and Town Center Greens Limited Partnership by its General Partner, Central City Concern, an Oregon Nonprofit Corporation ("Owner" or "CCC"), collectively the "Parties." The effective date of this Agreement is July 1, 2016. This Agreement covers the Owner's Town Center Courtyards property at 11475 SE 85th, Happy Valley, OR 97086 (the "Project"). HACC agrees to designate a total of 21 units of PBVs in the Projects Studio apartments.

### I. Background

CCC provides housing and services for homeless families.

HACC is a public corporation, established under the federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, HACC falls under the administrative structure of Clackamas County government. The mission of the HACC is to provide affordable safe, decent and sanitary housing opportunities in a fiscally responsible manner to low income people in Clackamas County.

### II. Purpose

The purpose of this MOU is to establish a framework of cooperation between HACC and CCC in the administration and operation of PBV at the Project.

### III. Responsibilities

#### A. HACC rights and obligations:

1. Make the PBV assistance available, at the time both parties enter into a Housing Assistance Payments Contract (the "HAP Contract") as specified by U.S. Department of Housing and Urban Development ("HUD") regulations.
2. Approve funding on an annual basis, subject to annual appropriations from HUD, and its governing body, and as outlined in Exhibit A, General Manager Agreement.
3. Specify units to receive PBV assistance in the HAP Contract. Owner may not transfer PBV assistance to other units in the Project without a written amendment to the HAP Contract approved by HACC. Amendments will only be considered with 60 days notice prior to the Anniversary date of the HAP Contract.
4. Provide leases for units and allow the Owner to use its leasing documents as addendums to the HACC lease. HACC leases will be used and all other rules, addendums, and leases will be attachments to the original HACC lease. HACC's lease prevails in matters where there is a discrepancy in the terms or conditions of any attachment to the HACC lease. The HACC lease must state that it will renew automatically on a month-to-month basis after the first year if the tenant is recertified by HACC and the building's HAP Contract continues to be funded.

5. Determine rents meet rent reasonableness before approving them. HACC will consider the current HUD Fair Market Rents for the area as well as HOME Investment Partnerships Program (HOME), Low Income Housing Tax Credit (LIHTC), payment standards and site amenities when determining the approved rental amounts.

6. Arrange Housing Quality Inspections of PBV units on an annual basis per Exhibit A, General Manager Agreement.

7. HACC will maintain the waiting list for the PBV units in the building in accordance with Exhibit B of this Agreement. An MOU will be established with referring agencies and provided by CCC.

8. HACC reserves the right to terminate subsidy for a tenant who is not meeting the obligations of the PBV program. If HACC proposes to terminate a tenant's assistance, both the owner and the tenant will receive at least a 30-day notice of proposed termination. Tenants shall have the right to a hearing at HACC related to a HACC-initiated termination. Unless a tenant prevails at a hearing related to a HACC-initiated termination, housing assistance payments will terminate on the last day of the notice, regardless of whether the tenant has vacated.

9. Terminate housing assistance payments on the last date of a final termination notice under ORS Chapter 90 from the Owner, regardless of whether the tenant has vacated. Subject to Section B (16) below, owner will not be eligible for housing assistance payments beyond the end of the notice period.

10. Subject to Exhibit B, General Manager Agreement, HACC will conduct periodic on-site audits of the Project to ensure compliance with PBV program requirements, as well as yearly unit inspections. HACC will notify Owner of any deficiencies or corrective actions in writing, and the Owner shall correct the same within 14 days of such notice or such reasonable further time as HACC and Owner may agree. In accordance with the HAP Contract, HACC may abate payments to the Owner for failure to comply with the terms of the HAP Contract.

## **B. Owner rights and obligations:**

1. Certify that the Project is located in Clackamas County, Oregon.

2. Owner must provide housing and services that directly benefit "very low income" households with incomes at or below 40% of area median income ("AMI"). Priority for housing will be given to applicants and residents with "extremely low incomes" from 0-30% AMI. AMI figures are based on number of family members and updated annually by HUD

3. Owner has committed to housing the populations as outlined in its Tenant Selection Plan attached as Addendum A. The Tenant Selection Plan may be amended from time to time upon written approval by HACC.

4. Owner has created screening policies, lease addendums, and program agreements which will be maintained on file for each PBV client. Owner agrees to notify HACC in writing if any of these policies or documents change.

5. Owner understands that the initial term of the lease with PBV tenants must be for twelve months. Owners may only evict tenants for cause, and in accordance with Oregon Landlord Tenant law. "No cause" evictions are not allowed.

6. Owner may not use PBV in more than 25% of the units in a complex unless it meets one of the following criteria: the building has fewer than four units; 100% of the units are designated as elderly or disabled units; or other special projects as approved. CCC agrees to provide services for tenants at Town Center Courtyards that meet the criteria for exceeding 25% PBVs at the complex as outlined in the Housing Authority's Administrative Plan, Chapter 17 – II.F., 24 CFR 983.56(b), which includes but is not limited to recovery support including referral for treatment for drug and alcohol addiction, work skills development and asset building classes.
7. Owner certifies that PBV will not be used for any of the following: shared housing, nursing homes, care facilities, medical facilities, college dormitories, penal intuitions, or manufactured homes.
8. Owner certifies that the units covered under this Agreement do not receive any other governmental subsidy that covers all or any part of the operating costs of the housing (24 CFR 983.54). The Owner may, however, use Low Income Housing Tax Credit units and HOME-assisted units in this Project.
9. Owner certifies that units are not located in a Federal Emergency Management Agency (FEMA) identified flood area.
10. Owner will provide supportive services to residents in PBV units. A copy of any service provider contracts or any other agreements to provide services at the Project will be provided to HACC.
11. All rent increases must be submitted to HACC at least 60 days prior to when they will go into effect, and must be approved by HACC. Owner must comply with Section 8 regulations governing rent collection and side payments. PBV units must all be charged the same rent and can only have rent changes at anniversary of the HAP Contract.
12. Owners understand that they may collect a security deposit similar to other subsidized units. Owners are encouraged to work with applicants to allow installment payments for large security deposits.
13. Owner is responsible for housing tenants and operating the building in accordance with Fair Housing and any applicable federal, state and local law.
14. Owner must provide an appropriate legal notice to tenants who are not in compliance with their HACC lease or Owner addendums. Simultaneously, Owner must provide copies of any notices given to tenants in PBV units to HACC either by fax, mail or email per VII. Notices b. Owner will be required to offer the tenant the opportunity for an informal conference to discuss ways to correct issues specified in the notice. Conferences should occur during the notice's "cure" period, at the tenant's request, prior to filing a Forcible Entry and Detainer (FED).
15. Owner understands that the housing assistance payments will terminate on the last date of the notice from HACC or the Owner, regardless of whether the tenant has vacated. Owner will not be eligible for HACC payments beyond the end of the notice period.
16. In situations where the Owner does not receive a proper notice of a tenant's intent to vacate (such as an abandonment or a death), or where the Owner must file a court action in order to enforce a legal notice to the tenant, HACC may, at its discretion, extend the housing assistance

payment for up to 30 days, or until the unit is re-rented, whichever is less. Owner understands no other vacancy loss payments will be made.

17. Owner must maintain units in habitable condition and remain in compliance with HACC's Housing Quality Standards ("HQS") guidelines at all times. HACC reserves the right to terminate the Housing Assistance Payments Contract and/or abate payments to the Owner for HQS breach.

18. Owner must comply with federal and local lead based paint notification requirements and any applicable laws.

19. Owner will be provided with a contact person at HACC. The HACC contact person will handle all HACC transactions in the PBV units.

20. Owner agrees that Owner staff will attend a training meeting with HACC prior to the distribution of the PBV assistance. The training will review the terms of this Agreement as well as the policies and procedures governing applicants and wait list procedures, as specified in Addendum A to this Agreement.

21. By accepting rental subsidy checks from HACC, the Owner certifies that it is in compliance with Section 8 regulations, the HAP Contract, and this Agreement. Owner also certifies that the tenants are still residing in the specified units, and that the units are in compliance with HQS.

22. Owners will provide a progress report on an annual basis. Failure to provide such reports shall be cause for HACC's termination of the HAP Contract and this Agreement. HACC will provide the format for the reports.

23. Owner will work with tenants to stabilize housing and understands tenants have the right to request a Tenant Based Voucher after the first full year of Occupancy in the PBV unit. Tenant must request the Tenant Based Voucher in writing and provide a copy of a written 30 day notice to vacate their unit. If a Tenant Based Voucher is not available, the client will be placed on the wait list for the first available voucher.

24. Owner will establish an MOU with every referring agency and provide a copy to HACC. Referring agencies include, but are not limited to:

CODA-Clackamas County, Clackamas County Behavioral Health, Department of Community Corrections – Clackamas County, Bridges to Change – Clackamas County, Clackamas Women Services, FAN Network, Northwest Housing Alternatives, The In-Swan and Madrona, Los Ninos Quentan, Clackamas County Coordinated Housing Access/Assessment.

### III. Duration

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of two years or until it is modified or terminated. This MOU may be modified or amended upon written consent of all Parties.

Neither the Housing Assistance Payments Contract nor this Agreement may be sold, contracted, or assigned by the Owner without the express prior written consent of HACC.

### IV. Funding

The terms of this Agreement are subject to the availability of funds. Any endeavor by any party that involves reimbursement, contribution of funds, or transfer of anything of value between the parties

shall be subject to available funding and will be handled in accordance with applicable laws, regulations, and procedures. In the event that adequate funding is not available, the Parties will terminate this Agreement as provided in Section V.

V. Termination

This Agreement may be terminated by mutual consent of all parties, by any party upon 30 days' notice to the other parties, or immediately by any party if funding for the purpose thereof is not available. A notice of termination will be made in writing and delivered by certified mail or in person to the liaison listed. The terms and conditions contained in this Agreement shall survive the termination or expiration of the Agreement.

VI. Debt Limitation

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VII. Notices

All notices or other communications required or permitted to be given hereunder shall be given to the parties at the addresses set forth below or to such other addresses as the parties may from time to time designate by notice to the other party. All notices shall be in writing and shall be served or given by registered or certified mail, postage prepaid, or by actual delivery. Notice shall be effective on the date of actual delivery or on date which delivery is refused.

a. To HACC:

Toni Karter  
Housing Services Manager  
13900 S Gain St  
Oregon City, OR 97045  
Email: [ToniK@co.clackamas.or.us](mailto:ToniK@co.clackamas.or.us)  
Phone: (503) 650-3139  
Fax: (503)655-8676

b. To HACC Occupancy Specialist:

Nathaniel Mom  
PO Box 1510  
Oregon City, OR 97045  
Email: [Nathanielmom@co.clackamas.or.us](mailto:Nathanielmom@co.clackamas.or.us)  
Phone: (503) 655-8707  
Fax: (503) 655-8676

c. To CCC for rent issues:

Nicole Kiziway  
MIS & Revenue Manager  
Central City Concern Housing  
232 NW 6th Ave.  
Portland, OR 97209  
Email: [nicole.kiziway@cccconcern.org](mailto:nicole.kiziway@cccconcern.org)  
Phone: 971-244-5019

d. To CCC for occupancy issues:

Regina Amodeo  
Occupancy and Compliance Manager  
Central City Concern Housing  
232 NW 6th Ave.  
Portland, OR 97209

Email: [regina.amodeo@ccconcern.org](mailto:regina.amodeo@ccconcern.org)  
Phone: 971-244-5012

AND

Central City Concern  
232 NW 6th Ave.  
ATTN: Legal Affairs  
Portland, OR 97209

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CENTRAL CITY CONCERN

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Ed Blackburn, Executive Director

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Date

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HOUSING AUTHORITY OF  
CLACKAMAS COUNTY

Chair: John Ludlow  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith  
Resident Commissioner: Paul Reynolds

Signing on Behalf of the Board:

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Richard Swift, Director  
Health, Housing & Human Services

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Date

EXHIBIT A

**GENERAL MANAGER AGREEMENT**

**DATED:** August 14, 2015 (“Effective Date”)  
**PARTIES:** Town Center Greens Limited Partnership (“Partnership”)  
**AND:** Housing Authority of Clackamas County (“General Manager”)

**Recitals**

A. The Partnership is an Oregon limited partnership composed of CCC-Town Center Greens LLC (the “General Partner”) and U.S. Bancorp Community Development Corporation (the “Limited Partner”). The Partnership was formed for the purpose of acquiring, constructing, owning, operating, and leasing a low-income housing project which contains 60 residential units located in Clackamas County, Oregon (the “Project”). The Partnership operates, or upon admission of the Limited Partner will operate, pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement”).

B. The Partnership desires that the General Manager act as the General Manager of the Partnership, and General Manager has agreed to act as the General Manager of the Partnership, in accordance with the terms of this Agreement, the provisions of ORS 307.092, and any regulations adopted thereunder.

**Agreement**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment and Term. The Partnership hereby retains the General Manager to render services as the General Manager of the Partnership as herein contemplated. The initial term of this Agreement shall begin on the date of this Agreement, shall continue until the first anniversary of the Effective Date and shall be automatically renewed thereafter for successive annual terms unless either party gives notice to the other not less than 60 days before the end of the initial term or any annual renewal term of its desire to terminate this Agreement. Provided, however, in the event the Partnership ceases to be the owner of the Project, this Agreement shall terminate.

2. Duties. The General Manager shall:

(a) provide, upon request of the General Partner, consultation for the benefit of the General Partner regarding the performance by the General Partner of duties of the General Partner under the Partnership Agreement;

(b) provide, upon request of the General Partner, non-binding advice for the benefit of the General Partner regarding how the General Partner might improve the efficiency with which the General Partner performs its duties to the Limited Partner under the Partnership Agreement; and

(c) provide, upon request of the General Partner, non-binding advice for the benefit of the General Partner, and subject in all respects to the approval by the Limited Partner, regarding the performance and/or selection of accountants providing professional partnership accounting services.

3. Limitation on Obligations, Waiver. The Partnership and the General Manager acknowledge that the General Manager shall have no duty to advise the General Partner or the Partnership on any matter as to which the Housing Authority of Clackamas County has any duty to enforce any regulation adopted by the U.S. Department of Housing and Urban Development ("HUD") or to administer any Housing Assistance Payment Contract or any other agreement subject to regulations under 24 CFR Part 982, 24 CFR Part 983, or any other applicable federal regulation. The Partnership and the General Partner hereby waive and agree not to assert any claim or defense that any action, determination, or claim made by the Housing Authority of Clackamas County under any such regulation, contract, or agreement is in conflict with any prior advice, consultation, or recommendation provided by the General Manager under this Agreement. The Partnership and its partners, including the General Partner, hereby agree that the General Manager shall have no fiduciary duty to any of them under this Agreement.

4. Project Rent Determinations and Inspections. The Partnership and the General Manager acknowledge that the General Manager will be the contract administrator for twenty-one (21) section 8 project based voucher units in the Project (the "PBV Units") pursuant to the terms of that certain PBV Agreement to enter into Housing Assistance Payments Contracts ("AHAP") dated effective (insert date). The General Manager hereby certifies that during the term of the AHAP and any Housing Assistance Payment Contract subsequently entered into by the Parties, the General Manager shall,

a) maintain a contractual relationship with an independent entity approved by HUD (the "Independent Entity") to determine contract rents and perform inspections of the PBV Units;

- b) Cause all initial and redetermined rents payable to the Partnership for the PBV Units to be determined by the Independent Entity in accordance with 24 CFR 983.301 through 983.305; and
- c) cause all inspections for the PBV Units to be performed by the Independent Entity in accordance with 24 CFR 983.103.

All costs associated with the a-c above shall be paid by the General Manager without contribution from the Partnership. The requirements of this Section shall automatically terminate upon termination of this Agreement.

5. Compensation. During the term of this Agreement, the Partnership shall pay the General Manager, in arrears, a fee of \$5,250 per year for services rendered by or available from the General Manager during the prior year with such payments commencing the year in which the Project is placed in service.

6. Indemnification. The Partnership shall indemnify, defend, and hold harmless the General Manager from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or alleged to arise out of any demands, claims, suits, actions, or proceedings against the General Manager, by reason of any act or omission performed by it (including its employees and agents) while acting in good faith on behalf of the Partnership and within the scope of the authority of the General Manager pursuant to this Agreement, and any amount expended in any settlement of any such claim of liability, loss, or damage. This indemnity shall be operative only in the context of third-party suits, and not in connection with demands, claims, suits, actions or proceedings initiated by any Partner or any Affiliate thereof against another Partner.

7. Mediation. Any dispute or controversy arising in connection with this Agreement, but expressly excluding any controversy arising by reason of the authorities or duties of the Housing Authority of Clackamas County as described in Section 3, above, must be first subject to non-binding mediation. The mediator may be agreed upon by all parties to the dispute, or if agreement is not possible or 30 days have elapsed, whichever shall occur sooner, chosen by the United States Arbitration and Mediation Service in Portland or its successor or equivalent organization. The cost of the mediator shall be shared equally by all participating parties. The mediation must be complete within 30 days of the selection of the mediator. Completion of the process, or the elapse of 30 days from the selection of the mediator, shall be condition precedent to entering into arbitration.

8. Arbitration. In the event of any controversy arising under or relating to this Agreement, but expressly excluding any controversy arising by reason of the authorities or duties of the Housing Authority of Clackamas County as described in Section 3, above, any party may require that all disputes, claims,

counterclaims, and defenses ("Claims") relating in any way to this Agreement or any transaction of which this Agreement is a part (the "Transaction"), be settled by binding arbitration in accordance with the Oregon Business Arbitration Rules of the American Arbitration Association; provided, that such arbitration need not be conducted under the jurisdiction of the American Arbitration Association. All Claims will be subject to the statutes of limitation applicable if they were litigated. If arbitration occurs, one neutral arbitrator will decide all issues. All arbitration hearings will be held in Portland, Oregon. In addition to all other powers, the arbitrator shall have the exclusive right to determine all issues of arbitrability. Judgment on any arbitration award may be entered in any court with jurisdiction. This arbitration clause cannot be modified or waived by either party except in a writing that refers to this arbitration clause and is signed by both parties.

9. Disclaimer of Partnership. Partnership and General Manager disclaim any relationship other than as defined in this Agreement. No partnership, joint venture, or other similar interest is intended or created by this Agreement.

10. Amendment. The General Manager and Partnership may amend this Agreement at any time only by written amendment executed by both the General Manager and the Partnership.

11. Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.

12. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

13. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

14. Binding Agreement. This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

15. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

16. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and *vice versa* as the context may require.

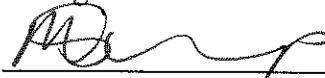
In Witness Whereof, the parties have executed this Agreement as of the date first written above.

PARTNERSHIP

Town Center Greens Limited  
Partnership  
c/o Central City Concern  
232 NW 6<sup>th</sup> Ave.  
Portland, Oregon 97209

By: CCC-Town Center Greens LLC,  
its General Partner

By: Central City Concern, its member  
and manager

By: 

Its: CFO

GENERAL MANAGER

Housing Authority of Clackamas  
County  
13930 S. Gain St.  
PO Box 1510  
Oregon City, Oregon 97045-1510

By: 

Its: Executive Director



## EXHIBIT B

### Town Center Courtyards

Happy Valley, OR 97086

Phone: (503) 525-8483

## Building Criteria and Tenant Selection Plan – Section 8 Units

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**Project Description:** Town Center Courtyards (“Property”) is a 60 unit Low Income Housing Tax Credit (LIHTC) project operated by Central City Concern (CCC). The Property consists of 20 1-bedroom units, 32 2-bedroom units and 8 3-bedroom units. Twenty-one (21) of these units receive Project-Based Section 8 rent subsidy under the Project-Based Section 8 Voucher Program (PBV).

Applicants must meet all criteria by the time they move into the property. Applicants completing the Pre-Application form need not meet the building criteria at pre-application but must read and understand this document, and acknowledge that they have done so. The Project-based Section 8 criteria for this property are:

### 1. Project Eligibility Requirements

- a. **Occupancy Standard:** The Property permits two persons per bedroom plus one additional occupant. Households exceeding this standard are ineligible for tenancy at the Property. Minimum occupancy standards are one person per bedroom. PBV units are subject to occupancy standards established by the Housing Authority of Clackamas County (HACC).
- b. **Alcohol and Drug-Free Community (“ADFC”):** The Project is an ADFC established under ORS 90.243. At least one household member must:
  - i. Have a minimum of sixty (60) days of verifiable sobriety; and
  - ii. Have ongoing and verifiable participation in a recognized “program of recovery,” including counseling and rehabilitation treatment services, including a written plan, to assist recovering alcoholics or drug addicts to recover from their addiction to alcohol or illegal drugs while living in drug and alcohol free housing. Such programs include, but are not limited to, Alcoholics Anonymous, Narcotics Anonymous, faith-based programs, Smart Recovery and other similar programs.
- c. **HACC Eligibility:** Must meet HACC Criteria for general admission for PBV/Section 8 Assistance. Information on these requirements is available at:  
<http://www.clackamas.us/housingauthority/documents/AdminPlan2013.pdf>
- d. **Citizenship:** The PBV Section 8 Program assistance is restricted to U.S. citizens or nationals and non-citizens who have eligible immigration status as determined by the United States Department of Housing and Urban Development (“HUD”). All family members, regardless of age, must declare their citizenship or immigration status. Non-citizen applicants will be required to submit evidence of eligible immigration status at the time of application.
- e. **Social Security Documentation:** Applicants must provide documentation of Social Security Numbers (“SSN”) for all household members or equivalent identification (i.e. Work Visa, Alien Registration Receipt Card, Temporary Resident Card, IRS Individual Tax Payer Number (TIN), or Employment Authorization Card. Documentation of the SSN must be provided no later than sixty (60) days after certifying in a signed writing to the CCC Housing office that no documentation was immediately available.
- f. **Sole Residence; Single Subsidy Allowed:** The Project must be the household’s sole residence. No household member may benefit from more than one subsidy.
- g. **Full-time student status:** Households composed entirely of full-time students are not allowed. Some exceptions apply: please inquire with Housing for more information.

- h. **Identification:** Valid government-issue photo identification is required at time of move-in.
- i. **Rent Payment and Lease Terms:** Applicants must agree to pay the rent and abide by the lease requirements.

2. **Income Eligibility Requirements**

- a. HUD establishes and publishes income limits annually based on family size for each county. Please see attached sheet for current year's income limits.
- b. Units are reserved for households with incomes at or below applicable LIHTC limits. Of the 60 units, 14 are available to applicants with incomes at or below 60% of the Area Median Income (AMI); 25 are available to applicants with incomes at or below 50% AMI; and 21 are available to applicants with incomes at or below 30% AMI.

3. **Application and Waitlist Procedure**

- a. **Waitlist Application:** The PBV waiting list for this project is managed by the HACC. Any person may place his/her name on the waitlist by completing a pre-application. Incomplete or ineligible pre-applications will be rejected. Applicants are placed on the waitlist in the order the pre-application is received as noted by the date and time stamp placed on the pre-application at the time of receipt by Housing. Applicant households that do not meet the criteria of homeless, disabled and at or below 30% income on the PBV waitlist at time of intake will be notified that they are ineligible and filed inactive. Pre-applications are available at the HACC Administrative Offices, located at 13930 S Gain St. in Oregon City Or online at: <http://www.clackamas.us/housingauthority/section8.html>
- b. **Minimum Information Required:** Waitlist applicants must provide the following information for a pre-application to be considered complete and their names placed on any waitlist:
  - i. Complete identifying information (Last, First, MI, DOB, SSN);
  - ii. Complete mailing address information including ZIP code;
  - iii. Number of people expected to reside in the unit; and
  - iv. Applicant must sign and date the pre-application to acknowledge he/she is aware of the Project eligibility requirements.
- c. **Preferences:** HACC will grant a waitlist preference for persons with income below 30% MFI and for persons referred by partner agencies\* providing eligible services. Eligible services are related to self-sufficiency, housing stability, eviction prevention and other such issues. Applicants claiming a preference must provide a written referral as verification of participation from the approved partner agencies. The preference scale is as follows:
  - i. Referral from partner Agency → 2 points
  - ii. Income below 30% MFI → 1 point
  - iii. Homeless\* → 1 point
  - iv. Disabled\* → 1 point
  - v. Victim of domestic violence → 1 point
  - vi. (DHS) Department of Human Services involvement → 1 point
  - vii. \*Definitions:

*Homeless: Homelessness is defined as: individuals and families who lack a fixed, regular and adequate nighttime residence or who will imminently lose their primary nighttime residence or; families with children and youth who are defined as homeless under other federal statutes or; families and individuals who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous conditions that relate to violence against the individual or family member.*

*Disabled: Disabled is defined as: a person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C.423) or; a person having a physical, mental, or emotional impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that*

*ability to live independently could be improved by more suitable housing conditions or; a person who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act(42 U.S.C. 6001(7)*

- d. **Waitlist organization:** HACC organizes the waitlist by preference, then by date and time of application. Applicants with a waitlist preference are sorted by date and time before all other applicants. Non-preference applicants are ordered by date and time after all preference applicants.
- e. **Waitlist Closure:** When the waitlist time reaches six months from the date of pre-application to reaching the top of the waitlist, HACC may choose to temporarily close the waitlist until the wait time is no more than six months. Proper notice will be given of intent to close the waitlist and of the estimated date on which the waitlist will re-open.
- f. **Notification:** When units become available, or in anticipation of unit vacancy, HACC will notify the next waitlist applicant(s) by mail according to the order established in (d) above. Applicants must respond in person within 14 days of the date the notification letter was mailed. Failure to respond in a timely manner will result in the removal of the applicant's name from the waitlist. If more than one applicant is notified for a vacancy, applicants will be considered for residency in the order in which they respond to the notification.
- g. **Applicant responsible for maintaining current information:** It is the applicant's responsibility to maintain current contact information on file with HACC. Waitlist notifications and any other correspondence will be mailed to the address currently on file for each applicant. Failure to keep information updated which leads to a notification being returned undeliverable will result in removal from the waitlist.
- h. **Updates:** The waitlist may be updated periodically with letters asking applicants to confirm their interest in the waitlist being mailed to the addresses on file for each applicant. Applicants will be required to reply to HACC within 14 days of the date the letter is mailed or by the date noted in the letter if they wish to remain on the waitlist. Failure to do so will result in removal from the waitlist.
- i. **Refusal of Available Unit:** Applicant refusal of the available unit will result in removal of applicant from the waitlist.
- j. **Removal from the waitlist:**
  - i. Applicants will be removed from the waitlist for the following reasons:
    - 1. At applicant's request;
    - 2. Failure to respond to notification of vacant unit within 7 days;
    - 3. Return of any mail sent to the applicant; or
    - 4. For any other reasons mentioned throughout this document.
  - ii. An applicant will be notified by mail that he/she has been removed from the waitlist and of the reason for removal. A removed applicant who wishes to be reinstated on the waitlist must respond to the removal notice in person or in writing within 30 days of the date the notification was mailed.

#### **4. Application**

- a. **Complete Application:** When an applicant is at the top of the waitlist and is offered a vacant unit, applicant must complete a rental application. Applicant household must meet all project eligibility requirements at the time of application for the vacant unit. Incomplete applications will be refused.
- b. **Preliminary HACC Screening:** Household information will be forwarded to the HACC caseworker for preliminary screening prior to scheduling an eligibility review.
- c. **Applicant Screening:** All adult household members are screened against the screening criteria described below.
- d. **HACC Eligibility Review:** Applicant attends an initial interview with HACC Eligibility Specialist.
- e. **Security Deposit and Rental Agreement:** If applicant is approved, applicant must pay the appropriate security deposit, execute a rental agreement with Management, and may then assume occupancy.

5. **Project Screening Criteria:** All applicants 18 years and older will be screened for suitability prior to residency. Extenuating circumstances will be considered in the screening process.
- a. **Urinalysis (“UA”):** All applicants are required to provide a urine sample for analysis during the application process. Applicants with positive results for illegal drugs or alcohol will be denied.
    - i. “Illegal drug use” includes the use of marijuana, including for medically prescribed purposes. Therefore, those individuals who test positive for medical marijuana at screening and present their Oregon Medical Marijuana card will be denied for illegal drug use.
  - b. **Criminal History:** CCC conducts a criminal background screening for this Property. Applicants for PBV assistance must also pass a HACC screening in order to qualify for a Section 8 Voucher unit. Applicants will be denied if they have been convicted of certain violent crimes, certain sex crimes, and arson. In addition, applicants will be denied if any of the following apply:
    - i. Any household member has been evicted from federally-assisted housing for drug related criminal activity within the last three years. If that household member has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, Management may, but is not required to, admit the household.
    - ii. Any household member is currently engaged in illegal drug use determined either by self-admission or UA results. Illegal drug use includes use of marijuana, including for medically prescribed purposes. Therefore, anyone who tests positive for medical marijuana and present their Oregon Medical Marijuana card will be denied for illegal drug use.
    - iii. Management determines there is reasonable cause to believe a household member’s illegal use, or pattern of illegal use, of drugs or abuse, or pattern of abuse, of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Screening standards are based on resultant behavior, not the condition of alcoholism.
    - iv. Any household member has been convicted of the manufacture of methamphetamine at any time during his/her life.
    - v. Any household member has been convicted of, or has pled guilty or no contest to, any charge of arson at any time during his/her life.
    - vi. Any household member is required to register as a sex offender.
    - vii. Information provided by applicant is found to be false, misleading, or willfully incomplete.
    - viii. There is any evidence of criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the Management, or any employee who is involved in the housing operations.
    - ix. Any household member has previous negative rental or program participation history with CCC Housing. Such history is subject to review with CCC Housing.

6. **Procedure for Rejecting Ineligible Applicants:**

- a. Applicants may be rejected if:
  - i. They are income-ineligible;
  - ii. Household characteristics are not appropriate to available units (see Occupancy Standards);
  - iii. Applicant does not meet the Project Eligibility Requirements;
  - iv. Applicant does not meet screening criteria;
  - v. Applicant does not declare citizenship or non-citizenship status; or
  - vi. Applicant is unable to provide valid Social Security Number.
- b. If HACC does not place an applicant on the waitlist or immediately process the applicant for admission, HACC must promptly notify the applicant in writing of the rejection and inform the applicant of:
  - i. The reason for the rejection; and

- ii. That the applicant has 30 days to respond in writing or to request an informal review to discuss the rejection. In his/her response, the applicant should explain the reason(s) he/she believes the application should be approved, and attach relevant documentation supporting the request.
- c. HACC will review the application file and make a determination with regard to the applicant's request. Applicant will be notified of the final decision within 10 days. Any review of the applicant's file, and any decision made with regard to the applicant's request, will be made by a member of HACC staff not party to the original decision to reject the applicant.
- d. HACC retains the following materials on file for at least three years: (i) application, (ii) initial rejection notice, (iii) any applicant reply, (iv) Management's final response; and (v) record of all interviews and verified information on which Management based the decision.

**7. Fair Housing and Equal Opportunity Housing Statements**

- a. **Fair Housing:** HACC and CCC do not discriminate on the basis of race, color, national origin, religion, sex, family status, or disability, and recognizes the following protected classes under local statute: marital status, source of income (State of Oregon), age, sexual orientation, or gender identity.
- b. **Reasonable Accommodation:** HACC and CCC will consider all reasonable accommodation requests to accommodate a disabled applicant. Please refer to the Reasonable Accommodation/Modification Request documents for further information.

Any person needing assistance completing the application process should contact:

**Town Center Courtyards Contact**  
**2051 Kaen Rd**  
**Oregon City, Oregon 97045**

Hours: Monday through Thursday 8:00am- 6:00pm  
Closed holidays and weekends

\*Please see the Partner Agency List for further information. This list is maintained by CCC and is available upon request.