To request translation or disability-related accommodations, please contact us at **hcddadmin@clackamas.us**| **971-442-3954**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **hcddadmin@clackamas.us** | **971-442-3954**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **hcddadmin@clackamas.us** | **971-442-3954**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **hcddadmin@clackamas.us** | **971-442-3954**.

如需翻译服务或残障相关的协助，请与我们联系：**hcddadmin@clackamas.us** | **971-442-3954**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **hcddadmin@clackamas.us** | **971-442-3954.**

Clackamas County
www.clackamas.us

Mary Rumbaugh
Director

September 17, 2026 BCC Agenda Item: _____________

Housing Authority Board of Commissioners
Clackamas County

Approval of a Personal Services Contract with Epic Land Solutions for relocation of public housing residents. Total Agreement Value is $1,800,000 for three years. Funding is through U.S. Department of Housing and Urban Development.
No County General Funds are involved.

Previous Board Action/Review: Approving Resolution 1986 Authorizing HACC's Section 18 Application May 9, 2024, BCC-Agenda Item 20240509 I.C;
Performance Clackamas: Safe, Secure and Livable Communities
Counsel Review: Yes: Andrew Naylor **Procurement Review:** Yes
Contact Person: Andrew Crampton **Contact Phone:** 971 484-2553

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County within the Community Development Division (HCDD) of the Health, Housing & Human Services Department requests approval of a contract with EPIC Land Solutions Services to provide relocation services to support public housing families impacted by the Housing Authority's Public Housing Repositioning of its Scattered Site Portfolio and Oregon City View Manor. These services will play a crucial role in supporting the Housing Authority's repositioning efforts. This contract will be valid for 3 years and will have a total value of up to $1,800,000.

Epic Land Solutions was selected through a competitive Request for Proposals (RFP) process issued by HACC in April 2026, soliciting proposals to provide relocation consultation services and project management. EPIC has provided relocation services to a variety of public agencies including municipalities, counties, public housing authorities, port authorities, transportation agencies, public utility providers, water districts, school districts, in addition to housing authorities, affordable housing developers and affiliated 501(c)(3) organizations.

Epic Land Solutions will manage the relocation of HACC's remaining public housing households, focusing on coordination and planning, conducting resident meetings, providing relocation advisory services, and facilitating moves for residents provided a Section 8 Tenant Protection Voucher and the right to return to the redeveloped Clackamas Heights property once redevelopment is completed. These relocation services are essential for successfully implementing the disposition of Oregon City View Manor and the Scattered Sites portfolio.

RECOMMENDATION: Staff respectfully recommend that the Housing Authority Board of Commissioners approve Contract #12653 and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health Housing and Human Services

CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 12653

This Personal Services Contract (this "Contract") is entered into between EPIC Land Solutions, Inc. ("Contractor") and the Housing Authority of Clackamas County ("HACC").

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 15, 2029.

2. **Scope of Work.** Contractor shall provide Resident Relocation Advisory Services ("Work"), further described in **Exhibit A**. The Work is divided into two categories with the administration of Relocation Services for residents being displaced due to the public housing repositioning of HACC's Scattered Site portfolio ("Scattered Site Work") and HACC's Oregon City View Manor relocation work ("Oregon City View Manor"). The scattered site portfolio for this scope of work includes 106 single-family public housing units dispersed throughout Clackamas County. Oregon City View Manor is a 100-unit Public Housing property located in Oregon City being disposed by the Housing Authority through HUD's Section 18 Disposition Program.

3. **Consideration.** In consideration for Contractor performing the Work, HACC may pay Contractor, from available and authorized funds, a sum not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000). Payment will be as follows:

    a. **Time and Material Work**. HACC will pay Contractor, from available and authorized funds, an amount not to exceed Four Hundred Thousand Dollars ($400,000) for performing Work. Consideration is on a time and materials basis in accordance with the rates set forth in Exhibit B.

    b. **Retainer Account for Reimbursement of Eligible Expenditures**. In performing the Work, Contractor may request reimbursement for eligible relocation expenses authorized under 24 CFR 970.21 and Exhibit E, as determined by HACC in its sole discretion. HACC will pay Contractor for eligible relocation expenses through a relocation retainer account ("Retainer Account"). The Retainer Account will be held by Contractor according to the following: (1) Contractor must establish an account at a qualified depository in accordance with the requirements of ORS Chapter 295; and (2) Contractor may not co-mingle any other funds in the Retainer Account.

    HACC will ensure the Retainer Account has a minimum balance of $50,000 at the beginning of each month. To seek reimbursement for eligible relocation expenses, Contractor shall submit monthly draw requests on the first of each month to HACC to fund the monthly anticipated expenses related to eligible relocation costs. Each month the Retainer Account will be reconciled and receipts provided to HACC for funds drawn from the Retainer Account. Following the monthly reconciliation, HACC will deposit funds into the Retainer Account in an amount necessary to ensure the minimum balance of $50,000. If Contractor fails to provide information required by this Contract, or such information fails to support use of funds from the monthly retainer for eligible purposes, as determined by HACC at its sole discretion, HACC may require Contractor to refund all amounts paid from the monthly retainer, withhold payment from Contractor under this Contract in an amount equal to the ineligible use of the funds, hold Contractor in breach under this Contract, and/or pursue any and all rights available to HACC at law, in equity, or under the terms of this Contract.

Upon termination of the Contract for any reason, Contractor will immediately disburse all remaining funds in the Retainer Account to HACC.

4. **Invoices and Payments.** Except for payment of eligible relocation costs from the Retainer Account, Contractor shall submit monthly invoices for Work performed. Invoices shall described all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursements is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

   Payments shall be made in accordance with ORS 293.462 to Contractor following HACC's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.

   Settlement Statements shall reference the above Contract Number and be submitted to HCDD-AP@Clackamas.us, , aferron@clackamas.us and acrampton@clackamas.us

5. **Travel and Other Expense.** Authorized: ☐ Yes ☒ No
   If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html.Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. **Contractor and HACC Contacts.**

Contractor Administrator: Nikki Wicks Phone: (503) 260-0199 Email: nwicks@epicland.com Additional Contact: Christine Nickerson Emails: cnickerson@epicland.com & contract@epicland.com	County Administrator: Andrew Crampton Phone: 971-484-2553 Email: ACrampton@clackamas.us Additional Contact: Ashley Ferron Phone: 503-867-7487 Email: aferron@clackamas.us

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such

books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole discretion.

3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, and ordinances, including without limitation, all applicable anti-discrimination laws and regulations, as such may be amended from time to time.

5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, the laws or constitution of the State of Oregon, or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. Contractor agrees to indemnify and defend HACC, and its officers, officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

   However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of HACC, purport to act as legal representative of HACC, or settle any claim on behalf of HACC, without the approval of HACC and the Clackamas County Counsel's Office. HACC may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a

result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and, except for professional liability insurance, name HACC as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, 13930 Gain Street, Oregon City, OR 97045 or emailed acrampton@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than $1,000,000 per claim, with an annual aggregate limit of $2,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Automobile Liability: combined single limit, or the equivalent, of not less than $1,000,000 per accident for Bodily Injury and Property Damage.
☒ Required – Abuse & Molestation endorsement with limits not less than $1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

10. **Limitation of Liabilities.** The obligations of HACC under this Contract shall not be a debt of the Clackamas County, the State of Oregon or any political subdivision thereof. Neither Clackamas County nor the State of Oregon or any political subdivision thereof shall be liable thereon. Nor, in any event, shall such obligations be payable out of any funds or properties other than those of the authority. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

11. **Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, 13930 Gain Street, Oregon City, OR 97045 or emailed acrampton@clackamas.us. Communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. **Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product"), regardless of whether any commission or other consideration is actually received by Contractor, is the exclusive property of HACC. HACC and Contractor intend that such Work

Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.

13. **Representations and Warranties.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work and in good standing with the State of Oregon and hold all permits, licenses, approvals, and other authorizations and insurance policies necessary or required to perform the Work in compliance with applicable law; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. **Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 29, and 35, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. **Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest or delegate any of its obligations in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. **Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. **Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section

shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. **Terminations.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties, or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as determined by HACC in its sole discretion; or (B) if contractor breaches any Contract provision or is declared insolvent, HACC may terminate after written notice with a 10-day opportunity to cure.

    Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all marketing materials, documents, research, objects or other tangible things needed to complete the Work.

20. **Remedies.** If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity.

21. **No Third Party Beneficiaries.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

23. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. **Force Majeure.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC's or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. **Waiver.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.

26. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
    a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
    c. Not permit any lien or claim to be filed or prosecuted against HACC or any of the Properties on account of any labor or material furnished at the request of Contractor.

d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. RESERVED

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

30. **Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract within 60 days of contract execution. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

31. **RESERVED**

32. **RESERVED**

33. **RESERVED**

34. **Federal Terms and Conditions.** This Contract is funded in whole or in part with funds from one or more federal agencies. This Contract is subject to the additional terms and conditions required by federal law for a federal award, as set forth in Exhibit D, attached hereto and incorporated by reference herein. All terms and conditions required under applicable federal law for a federal reward including, but not limited to, 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein**.**
35. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Epic Land Solutions, Inc.	Housing Authority of Clackamas County
______________________________	______________________________
Authorized Signature Date	Signature Date
______________________________	Name: ______________________________
Name / Title (Printed)	Title: ______________________________
______________________________	
Oregon Business Registry #	Approved as to Form:
______________________________	______________________________
Entity Type / State of Formation	County Counsel Date

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the Housing Authority of Clackamas County (HACC) with relocation services for HACC's Scattered Sites and Oregon City View Manor properties. Relocation services include the following:

Planning and Project Management:

- Provide relocation services to the households currently living in HACC's remaining 202 occupied public housing units, that range from 1-bedroom to 4-bedrooms in size. In addition, the contractor may be engaged to coordinate and provide moving assistance for previously relocated residents exercising their right to return.
- Act as an advocate for the residents receiving relocation services, approach the relocation with respect and prioritize resident communication.
- Maintain relocation staff who are highly knowledgeable about local, state, and federal relocation regulations and requirements.
- Work collaboratively with HACC staff, through a minimum of two monthly meetings, to develop, or refine, a relocation schedule of households to be relocated.
- Participate in weekly project team meetings to support a process of collaboration and open communication. Provide weekly status reports of relocation project progress
- Conduct necessary residential market surveys, determine comparables, and compute estimated displace benefits for review by HACC.
- Request and obtain necessary resident information from HACC
- Establish and maintain tracking documents that include the current status of each resident moving through the relocation process, as well as overall project progress.
- Establish and maintain separate files for each resident.
- Submit invoices to HACC on a monthly basis, as applicable for services provided, in a format approved by HACC. Invoices for services provided are to be submitted using the hourly billable rate set forth in Exhibit B.
- Set up and coordinate deposits to escrow accounts where appropriate, make approved payments, and provide reconciliation upon project completion.
- At the conclusion of the project, provide copies of completed relocation files (paper and/or electronic as required) to HACC for review and retention.
- Provide a final report to HACC, in paper and/or electronic file, as required.
- Other duties as assigned by HACC to address specific conditions of the project activity so as to cause the least disruption to the displacee(s).
- Perform all services and manage all activities under this Scope of Work in a manner that supports the timely completion of the entire project. The Contractor shall not cause or contribute to delays and shall coordinate its work, staffing, deliverables, and processes to ensure that all work required under this Scope of Work is completed within twenty-four (24) months of the Notice to Proceed (NTP).

Communication and Coordination

- Participate in community/neighborhood meetings as required by HACC.
- Provide current and ongoing information to each displacee including the status of the relocation
- Process, benefits, relocation options, and availability of replacement sites on a minimum of a weekly basis.
- Prepare and coordinate the delivery of appropriate and timely notices to displacees.
- Cooperate with other agencies, including social service providers, as directed by HACC.
- At HACC direction, contract with other professional service providers and consultants to support the relocation project.
- Provide pre-applications and completed voucher eligibility paperwork to the Housing Authority and coordinate closely on voucher initiation.
- Refer displaced households who need additional services or support to the HACC Point of

Contact.

- Communicate and coordinate regularly with HACC staff in accordance with the processes established by the HACC Point of Contact. The Contractor shall provide timely, accurate, and complete information, documentation, status updates, and recommendations necessary for HACC to fulfill its administrative, regulatory, and operational responsibilities, including, but not limited to, maintaining resident records, determining and approving relocation eligibility, benefits, and payments, coordinating property access, ensuring program compliance, and making project decisions required for the Contractor to successfully perform the services described herein.

Resident Assessment / Case Management

- Identify all tenant and owner-occupants and/or activities and determine eligibility for relocation benefits.
- Meet with each displacee to explain the anticipated relocation activities.
- Conduct individual personal surveys and interviews with each displacee to determine relocation needs, readiness, vulnerabilities, rental barriers and preferences. The survey should include elements to ensure equitable service and prioritization for their household's transition, and an in-person pre-assessment of the occupied unit to identify barriers to packing and moving.
- Explain displacee(s)' rights under Oregon state law HACC's Section 18 HUD Approval Page 15-17 (attached as Exhibit C) and Procedures and the Section 18 Relocation Guidelines as applicable, under HUD 24 CFR Part 970 and updated guidance in Notice PIH 2024-40.
- Develop a relocation plan, including a personalized task list that identifies the specific actions each household must complete to become relocation-ready, such as obtaining required documentation, completing housekeeping or decluttering activities, coordinating pest control treatment, or fulfilling other relocation-related requirements, as appropriate, and an exit strategy for each displacee.
- Work directly with clients to support all housing applications, including identifying, completing, and submitting to appropriate parties.
- Gather client documents, explain screening steps, and help reduce screening barriers for housing Applications.
- Prepare relocation forms and claim forms for use in the project.
- Assess the needs of each displacee and offer round-trip transportation for up to 25 households per quarter, or other services including translation, as required.
- Provide available comparable units to each residential displacee and inspect replacement dwelling unit for conformance with HACC's regulated housing quality standards.
- Actively engage residents and hold a minimum of two meetings per month with individual resident Households-for housing search
- Obtain estimates for moving costs, coordinate and monitor moving services, and the associated billing as needed for up to one completed move per displacee household with exception to household's need of extended stay housing, in extreme circumstances.
- Monitor move(s) as necessary.
- Assist each displaced household in preparing, documenting, and submitting as many relocation claims as necessary to obtain all relocation payments and benefits to which the household is entitled. Review each claim for completeness and accuracy, recommend the appropriate payment(s), and submit all properly documented claims to HACC for review, approval, and payment.
- Present HACC-approved residential relocation benefits to each displacee.
- Assist HACC in responding to displacees who file a relocation grievance and provide supporting information.
- Retrieve unit keys from relocated residents and return to HACC within designated timelines.
- Consultant(s) to perform all work according to applicable state law and the Uniform Relocation Act, including all updates thereto.

PROJECT TIME FRAME

Work to begin upon issuance of the Notice to Proceed (NTP). The Scattered Sites project is anticipated to begin immediately following Contract execution. Oregon City View

Manor is anticipated to begin approximately April 2027, contingent on HACC's Public Housing Disposition and redevelopment schedule. The expected term of the project is approximately twenty-four (24) months from the issuance of the Notice to Proceed (NTP).

Exhibit B: Consultant Billing Rate Schedule

Client: Housing Authority of Clackamas
Agency: Housing Authority of Clackamas County
Project: Scattered Sites and Oregon City View Manor
Scope of Services: Relocation Consultant Services
Date submitted: 7/21/2026
Prepared by: A. Lopez
Date prepared: 07.09.26

STAFF CLASSIFICATIONS		Senior Project Manager	Project Manager	Assistant Project Manager	Relocation Agent	Budget & Financial Controls
Employee Name		**Dave Nickerson**	**Nikki Wicks**	**Luke Baxter**	**Bonnie Lowrey**	**Abigail Lopez**
FULLY LOADED HOURLY RATES		**$ 180.00**	**$ 126.00**	**$ 117.00**	**$ 68.00**	**$ 144.00**

RELOCATION SERVICES						TOTAL HOURS	FEE PER TASK
Planning and Project Managemet - Scattered Sites	50	225	200	100	12	**587**	**$69,278**
Communication and Coordination - Scattered Sites	15	130	120	50		**315**	**$36,520**
Resident Assement & Case Management - Scattered Sites	50	300	200	360		**910**	**$94,680**
						0	**$0**
Planning and Project Managemet - Oregon City View Manor	45	200	200	100		**545**	**$63,500**
Communication and Coordination - Oregon City View Manor	15	125	120	50		**310**	**$35,890**
Resident Assement & Case Management - Oregon City View Manor	45	300	200	390		**935**	**$95,820**
TOTAL LABOR	**220**	**1280**	**1040**	**1050**	**12**	**3602**	**$395,688**
	$39,600.00	**$161,280.00**	**$121,680.00**	**$71,400.00**	**$1,728.00**		

OTHER DIRECT COSTS	
Mileage (IRS allowable rate)- 36 miles roundtrips at $0.760 for a total of 144 trips for 2 years	$ 3,939.00
TOTAL ODCs	**$ 3,939**
TOTAL LABOR AND ODCs	**$ 399,627**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 913-8892

OFFICE OF PUBLIC AND INDIAN HOUSING

September 25, 2024

Ms. Shannon Callahan
Executive Director
Housing Authority of Clackamas County
13930 South Gain Street
Oregon City, OR 97045-1284

Dear Ms. Callahan:

The U.S. Department of Housing and Urban Development (HUD) Special Applications Center (SAC) hereby approves the disposition Application, DDA0012821 submitted by the Housing Authority of Clackamas County (HACC). The Application includes 121 dwelling buildings containing 131 dwelling units and 20.67 acres of underlying land at a development known as Clackamas County HA, OR001002000 (Property).

SAC has determined that HACC's proposed Property disposition is consistent with the U.S. Housing Act of 1937 (42 U.S.C. 1437p) (the Act) and 24 C.F.R. 970. The SAC approves the Application as summarized below, subject to the conditions contained in this letter.

Clackamas County HA, OR001002000 **Approved for Disposition:** Buildings: 17; Units: 22; Acres: 3.31				
Total Units to be Redeveloped 22	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV*	Market Rate
Rental	0	22	0	0
Acquiring Entity	Selected Qualified Community Partners			
Disposition Amount	Approximately $7,822,091			
Acquiring Method	Negotiated Sale at Below Fair Market Value with 30-year use restrictions			
Use of Proceeds	Proceeds will be used to assist in the development of affordable housing (less than 80% AMI) and acquisition of office space for HCV program and ancillary departments funded under the 1937 Housing Act			
Commensurate Public Benefit	Affordable rental housing for supportive and recovery-oriented care with 15-year non-forgivable loan to non-profit organizations operating the rental housing below 80% AMI.			
Approved Building Number and Address Per PIC: 21003 - 18251 SE Addie Street Milwaukie, OR 97267; 21007 - 4433 SE Roethe Road Milwaukie, OR 97267; 20012 - 6309 SE Alberta Street Portland, OR 97206; 19003 - 6337 SE Alberta Street Portland, OR 97206;				

20013 - 6367 SE Alberta Street Portland, OR 97206; 19007 - 13654 SW 64th Avenue Portland, OR 97223; 19009 - 13674 SW 64th Avenue Portland, OR 97223; 19008 - 13673 SW 64th Avenue Portland, OR 97223; 19010 - 13693 SW 64th Avenue Portland, OR 97223; 10012 - 11022 SE 79th Court Milwaukie, OR 97222; 10011 - 11059 SE 79th Court Milwaukie, OR 97222; 10010 - 11039 SE 79th Court Milwaukie, OR 97222; 10013 - 11042 SE 79th Court Milwaukie, OR 97222; 11001 - 16739 SE Oatfield Road Milwaukie, OR 97267; 11002 - 16747 SE Oatfield Road Milwaukie, OR 97267; 11033 - 16777 SE Oatfield Road Milwaukie, OR 97267; 11004 -16799 SE Oatfield Road Milwaukie, OR 97267; 21004 - 18253 SE Addie Street Milwaukie, OR 97267; 21005 - 18255 SE Addie Street Milwaukie, OR 97267; 21006 - 18257 SE Addie Street Milwaukie, OR 97267; 21008 - 4431 SE Roethe Road Milwaukie, OR 97267; 21009 - 4435 SE Roethe Road Milwaukie, OR 97267;

<table>
<tr><td colspan="5">Clackamas County HA, OR001002000
Approved for Disposition: Buildings: 65; Units: 67; Acres 10.37</td></tr>
<tr><td>Total Units to be Redeveloped
67</td><td colspan="3">Less than 80% of Area Median Income</td><td></td></tr>
<tr><td></td><td>ACC</td><td>Non-ACC</td><td>PBV*</td><td>Market Rate</td></tr>
<tr><td>For Sale</td><td>0</td><td>67</td><td>0</td><td>0</td></tr>
<tr><td>Acquiring Entity</td><td colspan="4">Selected Qualified Community Partners</td></tr>
<tr><td>Disposition Amount</td><td colspan="4">Approximately $23,394,497(of which $4,678,899 is a forgivable loan which repayment is not expected if all beneficiaries comply with the affordability requirements)</td></tr>
<tr><td>Acquiring Method</td><td colspan="4">Negotiated Sale at Below Fair Market Value with 30-year use restrictions</td></tr>
<tr><td>Use of Proceeds</td><td colspan="4">Proceeds will be used to assist in the development of affordable housing (less than 80% AMI) and acquisition of office space for HCV program and ancillary departments</td></tr>
<tr><td>Commensurate Public Benefit</td><td colspan="4">Affordable for sale housing with a 5-year forgivable loan to income qualified families earning 120% of AMI or Less</td></tr>
<tr><td colspan="5">Approved Building Number and Address Per PIC:
7030 - 40120 McCormick Drive Sandy, OR 97055
7031 - 40130 McCormick Drive Sandy, OR 97055
12020 - 29885 Montebello Drive Wilsonville, OR 97070
12019 - 29875 Montebello Drive Wilsonville, OR 97070
7007 - 9509 SE 74th Avenue Milwaukie, OR 97222
12022 - 8520 SE Gray Street Milwaukie, OR 97266
20007 - 8737 SE 28th Avenue Milwaukie, OR 97222
7002 - 9815 SE Amherst Street Clackamas, OR 97015
7025 - 10145 SE Brandeis Street Clackamas, OR 97015
12006 - 10508 SE 47th Avenue Milwaukie, OR 97222
12035 - 3060 SE Park Avenue Milwaukie, OR 97222
7033 - 10095 SE Brandeis Street Clackamas, OR 97015
7032 - 15665 SE 102nd Avenue Clackamas, OR 97015
20003 - 9825 SE Amherst Street Clackamas, OR 97015
19019 - 7716 SE Lamphier Street Milwaukie, OR 97222</td></tr>
</table>

12026 - 454 SW Hawthorn Road Estacada, OR 97023
12027 - 462 SW Hawthorn Road Estacada, OR 97023
12002 - 12775 SE 22nd Avenue Milwaukie, OR 97222
12009 - 12890 SE 24th Avenue Milwaukie, OR 97222
7026 - 12923 SE 26th Avenue Milwaukie, OR 97222
12004 - 9801 SE Bell Street Milwaukie, OR 97222
7011 - 9811 SE Bell Avenue Milwaukie, OR 97222
12003 - 4957 Harrison Street Milwaukie, OR 97222
12015 - 9475 SE 40th Ave Milwaukie, OR 97222
20009 - 7529 SE Lamphier Street Milwaukie, OR 97222
8003 - 9680 SE 74th Avenue Milwaukie, OR 97222
7018 - 6708 SE Hazel Street Portland, OR 97206
7017 - 39850 Wolf Drive Sandy, OR 97055
19014 - 6705 SE Hazel Street Portland, OR 97206
19012 - 954 Prospect Street Oregon City, OR 97045
19013 - 9818 SE Clackamas Road Clackamas, OR 97015
12028 - 2095 SE Pine Lane Milwaukie, OR 97267
7013 - 5125 SE Rainbow Lane Milwaukie OR 97222
7004 - 6606 SE Hemlock Milwaukie, OR 97222
7009 - 7271 SE Drew Avenue Milwaukie, OR 97222
7006 - 7281 SE Drew Street Milwaukie, OR 97222
19005 - 6492 SE Fern Avenue Portland, OR 97206
12005 - 37390 Sandy Heights Road Sandy, OR 97055
12010 - 6449 SE Fern Avenue Portland, OR 97206
12024 - 2859 SE Malcolm Street Milwaukie, OR 97222
19020 - 17651 SE Rose Street Milwaukie, OR 97267
12007- 5200 King George Court Milwaukie, OR 97267
12039 - 19354 Whitney Lane Oregon City, OR 97045
20014 - 2620 SE Poplar Place Milwaukie, OR 97267
10002 - 18345 Tyron Court Gladstone, OR 97027
10001 - 18325 Tyron Court Gladstone, OR 97027
10003 - 18365 Tyron Court Gladstone, OR 97027
12037 - 17610 SE Rose Street Milwaukie, OR 97267
7016 - 39800 Wolf Drive Sandy, OR 97055
8004 - 18425 Meinig Ave Sandy OR 97055
10009 - 507 NE Carol Street Estacada, OR 97023
7014 - 12315 SE 65th Court Milwaukie, OR 97222
10008 - 401 NE Oak View Drive Estacada, OR 97023
7008 - 13316 Clairmont Way Oregon City, OR 97045
7015 - 12205 SE 67th Court Milwaukie, OR 97222
10007 - 377 NE Oak View Drive Estacada, OR 97023
8019 - 4333 Grant Street West Linn, OR 97068
8005 - 39125 Clayton Street Sandy, OR 97055
8007 - 18375 Dahlager Street Sandy, OR 97055
7024 - 1770 SE River Glen Court Milwaukie, OR 97267
12021 - 5913 SE Willow Street Milwaukie, OR 97267
10015 - 18320 Scott Court Gladstone, OR 97027
8006 - 39130 Clayton Street Sandy, OR 97055
7028 - 18895 Lafayette Ave Oregon City, 97045
7001 - 18960 Lafayette Avenue Oregon City, OR 97045
8021 - 4320 Kelly Street West Linn, OR 97068
8020 - 4343 Grant Street West Linn, OR 97068

Clackamas County HA, OR001000200 **Approved for Disposition:** Buildings:39 Units: 42; Acres 6.99				
Total Units to be Redeveloped 42	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV*	Market Rate
For Sale	0	0	0	42
Acquiring Entity	Highest Qualified Bidder			
Disposition Amount	Approximately $14,966,781			
Acquiring Method	Public Bid			
Use of Proceeds	Proceeds will be used to assist in the development of affordable housing (less than 80% AMI) and acquisition of office space for HCV program and ancillary departments			

Approved Building Address & Number Per PIC:

19015 14540 SE Bunnel Avenue Milwaukie, OR 97267
10018 12851 SE 20th Avenue Milwaukie, OR 97222
12029 11403 SE 32nd Avenue Milwaukie, OR 97222
10020 2520 SE Pine Lane Milwaukie, OR 97276
12011 4040 SE Harrison St, Milwaukie, 97222
7005 186 NW Zobrist Street Estacada, OR 97023
12008 423 LaTourette Street Oregon City, OR 97045
12018 459 Hilda Street Oregon City, OR 97045
10019 11406 S Forest Ridge Road Oregon City, OR 97045
19017 4777 SE Whipple Avenue Milwaukie, OR 97267
20011 14095 SE Arista Drive Milwaukie, OR 97267
10006 17120 Shadow Court Gladstone, OR 97027
12013 1121 Hughes Street Oregon City, OR 97045
12025 14435 SE Lee Avenue, Milwaukie, OR 97267
7020 6536 SE Hemlock Milwaukie, OR 97222
10005 17118 Shadow Court Gladstone, OR 97027
7023 10672 SE 77th Avenue Milwaukie, OR 97222
19006 17700 SE Cook Street Milwaukie, OR 97267
10004 17116 Shadow Court Gladstone, OR 97027
7022 22010 S Leslie Ave Beavercreek, OR 97004
12036 15021 SE Linden Lane Milwaukie, OR 97267
12038 960 Donna Lynn Way Gladstone, OR 97027
19011 4227 Paradise Court Milwaukie, OR 97267
20002 7495 SE Thiessen Street Milwaukie, OR 97267
20015 7265 SE Webster Lane Milwaukie, OR 97267
19016 1388 Teddy Lane Milwaukie, OR 97267
19002 1701 SE Windy Lane Milwaukie, OR 97267
12016 11677 Salmonberry Oregon City, OR 97045
20006 2570 SE Creighton Avenue Milwaukie, OR 97267
7021 3896 SE Spalding Avenue Milwaukie, OR 97267
20008 5005 SE Britton Avenue Milwaukie, OR 97267
20004 6110 SE Thiessen Street Milwaukie, OR 97267
8002 9666 SE 32nd Avenue Milwaukie, OR 97222
10021 8775 SE Spencer Drive Milwaukie, OR 97266
7019 9622 SE 32nd Ave Milwaukie, OR 97222
8001 9644 SE 32nd Avenue Milwaukie, OR 97222
12032 260 E Jersey Street Gladstone, OR 97027
12031 250 E Jersey Street Gladstone, OR 97027
12034 811 Buchanan Street Oregon City, OR 97045
12033 809 Buchanan Street Oregon City, OR 97045
21002 1853 SE Oak Grove Milwaukie, OR 97267

21001	1851 SE Oak Grove Milwaukie, OR 97267

Approval Conditions

- HACC must comply with all requirements of the Act, 24 C.F.R. part 970, and this approval letter in carrying out the disposition action.
- HACC shall not dispose of the Property until all residents have been relocated or their Section 9 lease is terminated, all previously HUD approved demolition actions at the development are complete, and the Public Housing Field Office Field Office releases the Declaration of Trust (DOT).
- The Field Office is authorized to release the DOT from the Property in accordance with the approval. Prior to DOT release, the Field Office must confirm that the disposition transaction terms conform to this approval's requirements. The Field Office may request confirmation from HACC that relocation is complete in accordance with applicable requirements prior to releasing the DOT. HACC must submit a draft DOT release to the Field Office, along with any other documents requested by the Field Office.
- The Field Office is authorized to approve the removal of the Property (units and acreage) from IMS/PIC and HACC's public housing inventory, in accordance with 24 C.F.R. 970 and HACC's request.
- If the HACC materially changes the plan for the Property, after receiving this approval (but prior to DOT release), SAC approval of the material change is required. Material changes include a different method of disposition, proposed commensurate public benefit justifying a below FMV disposition. HACC must request SAC approval by emailing SACTA@hud.gov with information about the change. **See "PHA's Next Steps" enclosure for directions regarding an application with material changes**.
- HACC must diligently offer the Property for sale in the open and competitive market. HUD generally expects PHAs to accept the highest bid for the Property. However, provided the offer is at least 80 percent of the appraised value, HA has local discretion to accept a bid other than the highest bid (i.e., for mission-related purposes—for instance selling to a family instead of an investment entity).
- For public bid sales where the offer is less than 80 percent of appraised value, HACC must receive SAC approval. HACC must submit a request to the SAC that includes narratives on its due diligence in offering the Property on the open and competitive market and its rationale for accepting an offer that is less than 80 percent of the appraised value. HACC may submit an updated appraisal evidencing the decreased value of the Property.

Tenant Protection Vouchers (TPVs)

The date of this approval determines HACC's maximum TPV eligibility based on current appropriations laws, and not the HACC's actual TPV award. Rather, HACC's actual TPV award is based on the current Housing Choice Voucher (HCV) Funding Notice (PIH Notice 2023-07) at the time the TPV application (HUD-52515) is submitted to HUD, and the availability of TPV funding.

On the date of this approval, 129 units were occupied, and 2 units were occupied within the previous 24 months. HACC's Application reflects that no replacement public housing units will be developed on the Property. Therefore, HACC's maximum TPV award is as follows:

Type of TPVs	Relocation TPVs	Replacement TPVs
Maximum TPV Award	**0**	**131**

This maximum TPV is subject to change if redevelopment plans change, and contingent on HUD approval before the HACC applies for TPV assistance.

Estimated Timetable (Impact on Operating Funds)

In accordance with 24 C.F.R. 970.7(a)(4) and 24 C.F.R. 970.21(d), PHA submitted an estimated timetable for the proposed disposition as follows:

	Milestone	Number of Days after Approval
A	Begin Relocation ("Days to Relocation" field)	90
B	Complete Relocation	820
C	Execute Disposition Document	850
D	Dispose of Property/HUD Releases DOT	850

The Field Office has been informed of this approval and will assist HACC in its implementation. SAC recommends maintaining an open dialogue with your Field Office, residents and local officials. If PHA has any questions about this approval, please contact SACTA@hud.gov.

Sincerely,

Jane B. Hornstein
Director

CC: Portland Field Office

Enclosure:
Consideration in SAC's Review
PHA's Next Step
Exhibit A: Legal Description

Considerations in SAC's Review

On May 21, 2024, HACC submitted the Application through HUD's Inventory Management System/PIH Information Center (IMS/PIC) system via DDA0012821. According to HUD's and PHA's records, the Property was developed, acquired, or assisted with funding from the Act. In accordance with 24 C.F.R. 970.7(a)(17), HACC submitted supplemental information about the Application through September 13, 2024.

Previous Removals at the Development

HACC has received the following previous HUD approvals for removing property from the development known as Clackamas County HA, OR001002000:

PIC Applications	Removal Type	Units Approved	Acres Approved	Date of Approval
DDA0001781	Eminent Domain	2	0.46	12/22/2006
DDA0003585	Disposition	21	4.93	07/15/2010
DDA0009855	Disposition	0	0.50	11/06/1990

Description of Proposed Disposition

HACC's Application described the Property based on building, unit, and acreage information in IMS/PIC. Details of the proposed disposition of the Property at the development are as follows:

Clackamas County HA, OR001002000 DOFA: 07 / 16 / 1983						
Bedroom Size	**0-BR**	**1-BR**	**2-BR**	**3-BR**	**4+BR**	**Total**
Existing Units	0	0	2	115	28	145
Proposed Units	0	0	2	115	14	131
Number of Dwelling Buildings Existing						128
Number of Dwelling Buildings Proposed						121
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						445
Existing Land				22.28 Acres		
Proposed Land				20.67 Acres		

Future Use of the Property

The HACC proposes that, after removal, the property will be used for affordable rental housing for supportive and recovery-oriented care, affordable for sale housing and the remaining property will be sold for public bid.

PHA Plan Compliance

PHA certified and HUD's Moving to Work (MTW) program confirmed that PHA submitted a MTW Plan and that the description in the MTW Plan is identical to the Application and otherwise complies with Section 18. The MTW Office approved the Plan on March 28, 2024.

Civil Rights Compliance

In accordance with 24 C.F.R. 970.7(a)(16), HACC submitted a certification that it will carry out the removal action in compliance with all applicable civil rights requirements, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, all regulations implementing these authorities, other applicable Federal, State, and local civil rights laws, and the duty to affirmatively further fair housing.

HACC was not operating under a remedial civil rights order or agreement, voluntary compliance agreement, final judgment, consent decree, settlement agreement, or other court order or agreement. On June 28, 2024, the Region X HUD Office of FHEO provided a memorandum to the SAC indicating that it had reviewed the proposed removal. The memo did not raise any civil rights concern.

Environmental Review

The Field Office indicated that the Responsibility Entity decided in a clearance letter or output record from HEROS dated March 8, 2022, that the project or activity converted to exempt under 24 C.F.R. 58.34(a)(12).

Justification

HACC has determined the disposition to be appropriate for reasons that are in the best interests of the residents and the PHA; consistent with the PHA goals and plans; and otherwise, consistent with the Act. Specifically, HACC proposes the disposition because of Scattered Site Units in accordance with 24 C.F.R. 970.17(c) and PIH Notice 2021-07 as follows:

HACC's Scattered Site Public Housing portfolio is dispersed across the County, with the majority of sites located in Milwaukie and Oregon City. Properties outside of the central Milwaukie and Oregon City corridor are located near Tigard, Wilsonville, Beavercreek, Estacada, and Sandy. Given the geographic dispersion, owning and operating this portfolio is extremely cumbersome on the authority. The scattered sites portfolio covers 238 square miles for 145 units. If a manager wished to visit each unit, they would need to travel 151 miles driving for 5.5 hours without stopping. Spending 1 minute at each property would take 8 hours with no traffic or stops. This is the primary reason for disposing of the scattered sites portfolio. In addition, the costs for maintaining this portfolio are roughly $1500 per unit more than its other condensed public housing sites Oregon City View Manor and Clackamas Heights.

Property Valuation

In accordance with 24 C.F.R. 970.19, HACC proposed a valuation of the Property in the form of brokerage opinion performed by Sean Worl, Vice President Colliers Team. HUD accepts this method of as a reasonable valuation of the property.

Method of Disposition

HACC proposes to dispose of 131 dwelling units and 20.67 acres of underlying land at a development known as Clackamas County HA, OR001002000. HACC proposes to dispose of the units using two methods. Some will be disposed at less than FMV via procurement solicitations for those units to be developed for affordable housing purposes and another group via public bid at less than FMV.

- **Those units to be disposed of for affordable housing purposes via procurement solicitations:** HACC will issue procurement solicitations to developers/buyers for 89 dwelling units. The PHA has grouped these properties in two subcategories:
    - o 22 dwelling units for the development of Affordable rental housing for supportive and recovery-oriented care. HACC confirmed that the housing will be targeted to families earning 80% of AMI or less;
    - o 67 dwelling units for the rehabilitation of affordable housing for families earning 120% of area median income or less;

- **Those units to be disposed of at FMV via public bid:** 42 units will be sold via public at FMV. HACC proposes the "method of disposition" via public bid sale at fair market value (FMV) by selling the properties to the highest bidder through the MLS open market;

Portability between categories: Although the groupings are based on their projections, HACC will allow developers to select units from the other group (all contained within this application) if the other units are more desirable.

In accordance with 24 C.F.R. 970.19(a), HUD authorizes the disposition at less than FMV, based on commensurate public benefits to the community, the PHA, or the federal government justifying such an exception. HACC's Application establishes a commensurate public benefit based on the following future use of the Property as Affordable rental housing for supportive and recovery-oriented care with 15-year non-forgivable loan to non-profit organizations operating the rental housing below 80% AMI and Affordable for sale housing with a 5-year forgivable loan to income qualified families earning 120% of AMI or Less.

Proceeds

In accordance with 24 C.F.R. 970.7(a)(10), HACC estimated it would receive up to $46,183,369 of gross proceeds in total (of which $4,678,899 is in the form of forgivable loans which repayment is not expected if beneficiaries comply with the affordable housing requirements). A portion of the gross proceeds is in the form of $19,750,000 in seller loans that will be paid.

HACC proposes to use approximately $1,569,367 of gross proceeds as follows. PHA's Application provided an itemized list of costs as follows:

Use of Gross Proceeds	
Title Fees, Soft costs, Consulting, Legal	$500,000
Relocation Costs	$1,069,367
Total	$1,569,367

In accordance with the Act, 24 C.F.R. 970.7(a)(10), 24 C.F.R. 970.19, and PIH Notice 2020-23, HACC indicated it plans to use net proceeds for the development and or acquisition new project based affordable housing units in accordance with PIH Notice 2020-23.

Relocation

In accordance with 24 C.F.R. 970.7(a)(6), HACC submitted a plan for the relocation of residents who would be impacted by the proposed disposition. The relocation plan included a certification that PHA would comply with the relocation requirements of 24 C.F.R. 970.21, an estimated relocation timetable, ("Estimated Timetable") planned sources of comparable housing, estimated relocation/moving costs, description of planned counseling, and a summary of how HACC planned to relocate persons with disabilities requiring reasonable accommodations.

When the Application was submitted, 130 units proposed for disposition were occupied. HACC estimated the relocation costs to be $1,069,367.41, which includes moving expenses and counseling/advisory services. HACC anticipated that it would use Capital funds FFY 2024. The housing resources offered will be other public housing.

Resident Consultation

In accordance with 24 C.F.R. 970.7(a)(7) and 24 C.F.R. 970.9(a), HACC submitted evidence that it consulted with residents on March 7, 2024, separate from the public consultation required by PHA Plan requirements. The HACC consulted residents via two on-line meetings. The HACC has included an attendees list in the application package. The HACC met with the Resident Advisory Board (RAB) in accordance with 24 C.F.R. 903.13 on January 25, 2024, HACC has included list of attendees and copy of the presentation that was presented to the RAB in the application package.

PHA's Application indicated it did not receive written comments from the above residents and resident groups.

Offer for Sale to Resident Organizations

In accordance with 24 C.F.R. 970.7(a)(8), HACC submitted evidence that it complied with the requirements of 24 C.F.R. 970.9(b) by offering to sell the Property to eligible resident organizations. HACC sent a letter dated February 28, 2024, to the RAB offering the RAB the right to purchase the scattered site units and respond by April 1, 2024, as no response was received the HACC has complied with the requirements of 24 C.F.R. 970.9(b).

Local Government Consultation

As part of the consultation process, HACC discussed and received a letter of support from Honorable Denyse McGriff, Mayor of Oregon City, Dated May 1, 2024. The HACC has discussed and received a letter of support from Honorable Sean Drinkwine, Mayor of the City of Estacada dated April 23, 2024. The HACC has discussed and received a letter of support from Honorable Michael Milch, Mayor of the City of Gladstone dated April 12, 2024. The HACC has discussed and received a letter of support from Honorable Julie Fitzgerald, Mayor of the City of Wilsonville dated April 10, 2024. The HACC has discussed and received a letter of support from

Honorable Lisa Batey, Mayor of the City of Milwaukie dated March 14, 2024. In accordance with 24 C.F.R. 970.7(a)(14), HACC submitted evidence that the appropriate government at the City of Sandy officials consistently failed to respond to HACC's attempts at consultation, including letters, requests for meetings, public notices, and other reasonable efforts, documentation of those attempts.

As required by 24 C.F.R. 970.7(a)(14), the application package includes a letter of support from the Clackamas County Board Chair Tootie Smith dated May 7, 2024.

Board Resolution

In accordance with 24 C.F.R. 970.7(a)(13), HACC submitted a copy of a resolution by the PHA's Board of Commissioners approving the submission of the Application to HUD. The resolution is signed and dated on May 21, 2024, after all resident and local government consultation was completed.

Capital Fund Financing Program (CFFP)

As of September 16, 2024, HACC does not operate a Capital Fund Financing Program (CFFP).

CSS Program

- **Family Self Sufficiency (FSS)**

  Please refer to the CSS Repositioning matrix at https://www.hud.gov/sites/dfiles/PIH/documents/CSS%20Matrix.pdf for implications and responsibilities of repositioning of properties that house FSS participants. Please note that in call cases, as long as the participant is in HUD-assisted housing (PH, HCV/PBV/TPV, PBRA) the PHA/owner entity is REQUIRED to continue to serve the participant until their Contract of Participation is completed or terminated. Please direct all questions about FSS grants to FSS@hud.gov

- **ROSS**

  According to HUD's records, the PHA operates a ROSS program. Please be aware that this disposition action may make the PHA out of compliance with its ROSS Grant Agreement. A repayment of grant funds to HUD or recapture of the grant may be required. The PHA should not move forward with removing the units from the public housing inventory until it has consulted with its HQ ROSS Program Manager about the repositioning/unit removal action and would like to move forward with the repositioning. Please direct all questions about ROSS grants to ROSS-PIH@hud.gov.

PHA's Next Steps

Material Changes to Application

Email SACTA@hud.gov, SAC will advise the HACC of next steps (i.e., technical correction to the approval, or rescind the approval and a new application to be submitted). PIH Notice 2021-07 provides that written SAC approval is required if the changes to the disposition are "material". SAC understands that details of the disposition transaction may change between the time of HACC's Application submission and the time of the disposition transaction.

SAC considers the following material changes to the Application:

- If the sales proceeds change more than 20%, HACC must request approval from the SAC.
- Changes in the future use of the Property. If the HACC's plans for future use is substantially different from the project scope reflected in Environmental Review (ER) that was done pursuant to 24 C.F.R. 970.13, then a re-evaluation of ER may be required. Since the ER was done under 24 C.F.R. Part 58, HACC must inform the Responsible Entity (RE) and permit the RE to re-evaluate the ER. It is up to the RE to decide if the ER will need updating or a new ER is required (based on the updated project description, project scope, and environmental conditions) (refer to 24 C.F.R. 58.47 for a complete description of the re-evaluation criteria). If a new ER is required, the RE may choose to use the past ER to guide completion of the new ER. Note: HACC must submit evidence of ER compliance with the new proposed future use as part of the request to the SAC.

SAC does NOT consider the following to be material changes to the terms of the disposition and HACC can proceed with the disposition without receiving further written SAC approval:[1]

- Future use remains the same, but there is a change in Acquiring Entity (name or ownership structure).
- Change no more than 20% of sales proceeds that HACC will receive (i.e., based on more recent appraisal or changes in negotiated sale terms) as indicated in the Application and SAC Approval. If a below FMV transaction is approved, the future use remains the same. HACC must use and report and use all proceeds in accordance PIH Notice 2020-23.

Use Restriction

The Use Restriction document must take a form acceptable to the Field Office and must comply with the following:

- HUD must be a party to the Use Restriction Document.

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[1] If these change prior to disposition, provided the Field Office is aware of the changes, provides written approval, and incorporates the changes into any required HUD use restrictions prior to releasing the DOT. Notwithstanding this, SAC will process and provide written technical corrections to update its approval of these changes, if requested by __HA or the Field Office.

- All use restriction benefits and burdens must touch, concern, and run with the land, and are binding upon successors and assigns of the parties, including any HUD-approved transferee.
- The use restrictions covenants must be evidenced by a written Use Restriction Document that must be recorded against the Property in the first-priority position (immediately after the release of the DOT and before the recordation of any ground lease). Any foreclosure, bankruptcy, or mortgage liens must be subject and subordinate to the Use Restriction Document.
- The Use Restriction Document shall indicate that prior written HUD approval is required for the following:
    1. **Conveyance and Other Transfers.** To convey, assign, transfer, lease, sublease, or otherwise dispose of the Property or any interest therein or permit such a voluntary conveyance or transfer. Certain involuntary transfers of the Property (e.g., a secured lender upon default under the security documents or foreclosure) are subject to the Use Restriction.
    2. **Mortgages, Encumbrances, Liens.** To mortgage, pledge, hypothecate, or otherwise encumber the Property. Notwithstanding this requirement, HUD approval is not required for (a) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, (b) the granting of easements for the establishment, operation and maintenance of public utilities, and/or (c) the documentation of residential leases or other occupancy arrangements in the normal course of operation of the Property.
    3. **Demolition.** To demolish the existing structures and redevelop the Property with new construction units (i.e., after receiving a LIHTC award), even if all affordable units will be replaced.
    4. **Releases and/or Amendments Prior to Expiration of Term.** HUD will not agree to release the use restriction, HUD will evaluate on a case-by-case basis for extraordinary circumstances.
    5. **LIHTC Transactions.** If the disposition and DOT release will occur in conjunction with a Low-Income Housing Tax Credit (LIHTC) financial closing, the LIHTC Land Use Restriction Agreement (LURA) can be the Use Restriction Document, despite the fact that HUD is not a party. If the LIHTC units will be developed (new construction or rehabilitation) after the disposition and the LIHTC LURA can't be recorded at the time of the disposition, HUD will require that an alternative use agreement be recorded. If requested by the parties and acceptable to the Field Office, the Field Office may release that first use agreement when the LIHTC LURA is recorded against the Property.
    6. **Expiration.** Upon the expiration of the term, the Use Restriction shall cease and terminate, and the Property shall be deemed automatically released of the Use Restriction Document and the covenants without the requirement of any further writing between the parties herein. Upon expiration of the Use Restriction Term, HUD agrees to execute and deliver such documents that the owner shall reasonably request to release the Use Restrictions from the Property title, thereby clearing the Property.

7. **Events of Default and Notices.** HACC shall be primarily responsible for enforcing and monitoring the Acquiring Entity's compliance with the Use Restriction, although the Use Restriction Document must provide HUD with the same enforcement rights as the HACC. Upon an Event of Default, in addition to any remedies specified in the Use Restriction Document, HACC and/or HUD shall have all other remedies available under statute, at law or in equity. Further, HACC and/or HUD may take whatever investigative steps it deems necessary to ensure compliance with the Use Restriction. Upon an Event of Default, to the extent permitted by applicable law, HACC and/or HUD shall have the right to seek specific performance of the Use Restriction and/or to enjoin any violation of the Use Restriction. The right to specific performance and injunction shall be in addition to all other remedies available to HACC and/or HUD under statute, at law or in equity.
8. **Governing Law.** The Use Restriction Document shall be governed, construed and interpreted in accordance with the laws of the state in which the Property is located, without regard to its conflict of laws principles, and the laws of the United States of America.
9. **Records and Reporting.** For the duration of the Use Restriction Term, HACC shall retain records and annually report to its board of directors to confirm the Property is in compliance with the Use Restriction Document. HACC shall provide such records to HUD whenever HUD approval is needed under the terms of this approval (see above) as outlined in the Use Restriction Document, or upon request.

PHAs or owners should submit requests for these HUD approvals to the Field Office, with a courtesy copy to SACTA@hud.gov. Note that after the disposition occurs, SAC will not issue any amendments or changes to its approval and the HUD approvals will come from the Assistant Secretary of PIH, or their designee with delegated authority.

Requirements for Updating Timetable--"Days to Relocation" Field

The disposition and removal of the Property will impact the PHA's Operating Fund Subsidy. Unless the units are part of a building that contains ineligible units or HA rejects the fee, the PHA will receive Asset Repositioning Fee (ARF) under 24 C.F.R. 990.190(h). See PIH Notice 2021-37 at https://www.hud.gov/sites/dfiles/PIH/documents/PIH2021-37.pdf. The ARF timeline is determined, in part, based on the "Days to Relocation" field in the timeline of the Application.

The PHA must comply with regulatory requirements at 24 C.F.R. 990.190(h) and PIH Notice 2021-37 to ensure that ARF-related data in the IMS/PIC Application is accurate. If the PHA's timeline to begin relocation changes to be materially delayed, or to start materially early, the IMS/PIC DDA Application must be updated. This is important because units eligible for ARF are not eligible for `regular' Operating Subsidy and funding for units essentially stops at the end of the ARF timeline. See PIH Notice 2021-37 for detailed instructions. A summary for how PHAs request changes to the start of relocation field in the Application are as follows:

1. PHA sends an email to the Field Office Director (adding PH staff assigned to the PHA) with the subject line: "PHA Code, SAC application DDAP Number, Modification to Days to Relocation". The PHA includes the new estimated number for the Days to Relocation, along with a brief explanation of the reason for the change and a revised form

HUD-52723 for the current year.

2. Field Office reviews the justification for consistency (e.g., information from residents that relocation has started) and that the new estimated Days to Relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. The Operating Fund subsidy revisions deadline is the date after which HUD no longer accept PHAs' requests for revisions to the form HUD-52723.
3. If PHA's request is acceptable, SAC modifies the Days to Relocation in the IMS/PIC DDA Application and emails the PHA confirming the change. HUD processes these modifications as technical corrections to approved Applications without a formal amendment of the Application. Field Office processes the revised form HUD-52723.
4. If PHA's request is not accepted (e.g., the requested new Days to Relocation is past the Operating Fund subsidy revisions deadline), the Field Office denies the change in writing and rejects the revised form HUD-52723.

   Note that PHA is only required to request updates to the Days to Relocation (relocation start) field in the timetable. If PHA's plans change on its estimated timetable for completing relocation, executing the disposition document, or disposing of the Property (requesting release of DOT from HUD), PHA is not required to request that HUD update these fields in the IMS/PIC DDA Application. However, PHA should keep its Field Office up to date on its progress of the implementation, including any unexpected delays and/or substantial deviations from the estimated timetable in the Application.

See also DDTF and ARF Summary Repositioning document at https://www.hud.gov/sites/dfiles/PIH/documents/DDTF%20and%20ARF%20Summary%20.pdf

90-Day minimum for Relocation and Impact on Operating Funds

Note a 90-day minimum is required for the start of relocation. Because the "days to relocation" data in the PHA's estimated timetable impacts PHA's Operating Fund Subsidy, PHA must ensure its accuracy. If plans change, the PHA must take steps to update this estimated start of relocation. See section in this approval titled "*Impact on Operating Funds (Requirements for Updating Timetable*--*"Days to Relocation" Field)"* for requirements and instruction on when and how PHA must request changes to the estimated start of relocation.

HUD reminds the PHA that the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) does not apply to relocations done pursuant a Section 18 disposition approval. Instead, PHA must relocate families in accordance with the requirements of 24 C.F.R. 970.21. Key requirements of relocation include:

- PHAs are responsible for providing each family residing in a unit approved for disposition (impacted families) a written "90-day" notice. PHAs cannot issue the notice until after HUD issues the approval letter. PHAs must provide the notice at least 90-days prior to the displacement date, except in cases of imminent threat to health and safety (in which case, PHAs can relocate the families prior to 90-days). The notice must include statements that:
  - The development or portion of the development will be disposed of;
  - The PHA will not dispose of any building until all residents are relocated;
  - The PHA will offer comparable housing to each family/resident;
  - The PHA will pay actual and reasonable relocation expenses; and,

    - The PHA will provide necessary counseling for residents.

- PHAs must offer each family comparable housing that meets housing quality standards (HQS) and is located in an area that is generally not less desirable than the location of the public housing.
- Comparable housing must be offered on a nondiscriminatory basis, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender, in compliance with applicable Federal and state laws. For persons with disabilities living in a unit with reasonable accommodations, comparable housing should include similar accommodations.
- Comparable housing may include:
    - Tenant-based assistance, through a PHA's existing Section 8 Housing Choice Vouchers (HCV), or through a new HCV allocation of Tenant Protection Vouchers, except that such assistance will not be considered "comparable housing" until the family is actually relocated into such housing;
    - Project-based assistance, such as a unit in project-based RAD project or a units assisted by an HCV Project-Based Voucher (PBV) contract; or
    - Occupancy in a unit operated or assisted by the PHA at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated.
- PHAs may offer families any or all of the above comparable housing, including the ability to use these forms of comparable housing at their current public housing units (after disposition) or at an off-site unit. If families are offered and accept the use of tenant-based or PBV assistance in their current units, there may be no moving expenses. A PHA may offer families only comparable housing in the form of a PBV lease in their current units, provided those families qualify for HCV assistance (i.e., are not over-income) and the unit meets Housing Quality Standards (HQS) and other HCV requirements. PHAs offering families the ability to remain in their units with a PBV lease may, but are not required, to offer families a one-time opportunity to move with tenant-based assistance.
- If families will be offered comparable housing in their current units with tenant-based HCV assistance but will be displaced (temporarily or permanently) after the disposition (i.e., due to rehab or demo/new construction of the property), PHAs should fully inform families of this, including any offer to pay moving expense (must be with non-Federal funds since after disposition), and any offer of a right-of-return. Note that if families are offered PBV units in their current units, such PBV leases cannot be terminated due to rehab, demo/new construction, or another business reason. See 24 C.F.R. part 983 and other applicable PBV requirements.
- PHA may not complete the disposition of a building until all residents in a building are relocated.
- If assistance under the Community Development Block Grant (CDBG) program or HOME program is used in connection with the demolition or conversion of housing (including demolition or conversion by the acquiring entity after the disposition occurs), the project may be subject to section 104(d) of the Housing and Community Development Act of 1974,

including the one-for-one replacement provisions and the anti-displacement provisions (see 24 C.F.R. part 42).

- PHAs have flexibility in implementing their relocation plans, provided they comply with 24 C.F.R. 970.21. Except for changes to the estimated start of relocation, PHAs are not required to obtain HUD approval for changes to their relocation plans that are different from those described their Application, provided those changes otherwise comply with 24 C.F.R. 970.21, However, PHAs should keep their Field Offices updated on their relocation plans.
- PHAs include in their Applications an estimated budget for relocation expenses and their expected source of funds to pay for such expenses. PHAs are reminded that HUD's approval of the Application does not approve PHA to use the Act Public Housing funds (i.e., Capital or Operating Funds) for relocation expenses. PHA must comply with all applicable requirements of 24 C.F.R. 905 and 24 C.F.R. 990 for using those funds for relocation. HUD's approval of the Application may include approval PHAs to use gross or net disposition proceeds to pay for relocation.
- HUD encourages PHAs to provide the Field Office with information on the status of its relocation plan at least 30 days prior to the date it anticipates it will request a release of the Declaration of Trust (DOT) release of the Property. The Field Office may request information from the PHA about its relocation prior to releasing the DOT.
- PHAs should also note that if it is combining the use of RAD and Section 18 disposition at a Converting Project (as defined by RAD) where all units will be operated under RAD or non-RAD project-based assistance, pursuant to Section I (1.5)(B)(2) of PIH Notice 2019-23 (RAD Notice), the RAD relocation requirements described in PIH Notice 2016-17 (RAD Fair Housing, Civil Rights, and Relocation Notice) at https://www.hud.gov/sites/documents/16-17HSGN_16-17PIHN.PDF shall apply to residents of the Section 18 units, in lieu of the relocation requirements at 24 C.F.R. 970.21.

PHAs may request technical assistance on relocation by contacting the Field Office, SACTA@hud.gov. See also Appendix 33 to the Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378.0) at https://www.hud.gov/sites/documents/1378X33CPDH.PDF

IMS/PIC Reporting

In accordance with 24 C.F.R. 970.35, the PHA must ensure the Property is "Removed from Inventory" ("RMI") status in IMS/PIC within seven (7) days of disposition (i.e., transfer of warranty deed or execution of ground lease).

Specific instructions for completing the removal in IMS/PIC are as follows:

1. Select the "Development Number", then select "Add Transaction"
2. Select the appropriate "Application (DDA) Number" from the drop-down menu
3. In the "Action/Closing Date" box, enter the removal (demolition) date If the properties in a DDA application were demolished/disposed of (phased) on multiple dates, a separate transaction is needed for each action date
4. Use "Remove Residential Inventory by Building" section, select the appropriate buildings available in the "Complete Buildings Available" box and transfer them to the "proposed Buildings" box

5. Save the information using the "Save" button. The status of this information is then displayed as "Draft”
6. The PHA supervisory staff submits the information to the PHA Executive Director, or the designated final reviewer at PHA, using the Submission sub tab. The status becomes "Submitted for Review”
7. The PHA Executive Director or designee uses the Review sub tab to reject the transaction, which places it in a "Rejected" status, or approves, which places it in a "Submitted for Approval" status
8. The Field Office reviews the request, and once the Field Office approves it, the status of the units in IMS/PIC permanently changes to RMI.

Proceeds

HACC must comply with Section 18(a)(5) of the Act, 24 C.F.R. 970.19(e), PIH Notice 2020-23 for holding, expending, and reporting on proceeds. If HACC determines a use for net proceeds different from that proposed in its approved application, the PHA is not required to request or receive HUD (SAC or Field Office) approval for the alternate use. However, HACC must ensure, subject to potential HUD enforcement, that the alternate use fully complies with the requirements of Section 18(a)(5) of the Act, 24 C.F.R. 970.19(e), and PIH Notice 2020-23, and that such alternate use is properly documented compliant with 24 C.F.R. 970.35 and section 11 of that Notice.” See also Memo dated June 7, 2022 from SAC Director to Field Offices at https://www.hud.gov/sites/dfiles/PIH/documents/Memo_FOs_S18_Proceeds.pdf

Note also that if PHA proposes to use proceeds for Capital Fund uses (as part of currently proposed use or alternative use in the future), PIH Notice 2020-23 requires the PHA to “identify proceeds” in its CFP 5-Year Action Plan, through EPIC by moving the funds from its General Depository Agreement (GDA) (HUD-51999) to the Energy Performance Information Center (EPIC). The PHA identifies the “year” in EPIC based on the year it will spend the proceeds on CFP activities. See Section 2.5 of the EPIC Manual "Adding/Creating a Work Activity" at https://www.hud.gov/program_offices/public_indian_housing/programs/ph/capfund/epic. In the title/description, the PHA should state that Section 18 proceeds are being used for the activity. The Field Office then approves the CFP 5-year Action Plan that includes the proceeds, prior to PHA obligating or expending the money.

104(d) of the Housing and Community Development Act of 1974

HUD reminds HACC that pursuant to 24 C.F.R. 970.21(c)(2), if any of the following types of federal financial assistance is used in connection with the disposition of public housing, the project is subject to section 104(d) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(d) (as amended), including the relocation payment provisions and the anti-displacement provisions, which require that comparable replacement dwellings be provided within the community for the same number of occupants as could have been housed in the occupied and vacant, occupiable low- and moderate-income units converted to another use:

- Community Development Block Grant (CDBG) program, 42 U.S.C. 5301 et seq. (including loan guarantees under section 108 of the Housing and Community Development Act of 1974, 42 U.S.C. 5308 et seq.); or

- HOME program, 42 U.S.C. 12701 et seq.

Please contact the Field Office or your HUD Regional Relocation Specialist for additional guidance, if applicable.

Use of Public Housing Funds for Disposition-Related Costs

Section 18 of the Act authorizes HUD to approve unfunded applications. Therefore, HUD's approval of the Application does not approve PHAs to use Public Housing Capital and/or Operating Funds to pay for disposition-related costs (i.e., relocation costs, environmental review costs, consultation costs, appraisals costs). Many of these costs are eligible uses of Public Housing Funds, but HACC must comply with all applicable public housing requirements (including 5-Year CFP Action Plan requirements) regarding the use of Public Housing Funds C.F.R. 905.500(j), which can be used for eligible Capital Fund purposes.

Project-Based Vouchers (PBVs) at the Property

If HACC proposes to develop/operate PBV (at the Property or off-site), HACC must independently and separately comply with all applicable PBV program requirements including section 8(o)(13) of the Act (as amended by HOTMA, Public Law114-201, 130 Stat.782), HUD regulation at 24 C.F.R. part 983, and other applicable HUD guidance. These include, but are not limited to, HOTMA Federal Register (FR) Implementation Notice at 82 FR 5458 (January 18, 2017), 82 FR 32461 (Jul. 14, 2017) (HOTMA Correction), 85 FR 12001 (Feb. 28, 2020) (SLR), PIH Notice 2017-21 (HA) and environmental requirements outlined in PIH Notice 2016-22 (HA). Note that if the property will be operated as a federally assisted project (e.g., PBV) following disposition, that generally requires a separate Environmental Review (ER) (unless both the disposition and PBV use are contemplated in the same ER and the ER completed satisfies the requirements of both programs).

Impact on Capital Funds

HACC will not receive "normal" Capital Funds for the next FYI for units in "Removed from Inventory" (RMI) status with removal dates on or before June 30th. Instead, PHA may be eligible for Demolition and Disposition Transitional Funding (DDTF) under 24 905.400. See also DDTF and ARF Summary Repositioning document at https://www.hud.gov/sites/dfiles/PIH/documents/DDTF%20and%20ARF%20Summary%20.pdf

Compliance with Public Housing Requirements Until Disposition

HACC must operate and maintain the Property in accordance with all applicable public housing requirements under its Annual Contributions Contract (ACC) up until disposition (DOT release), including, but not limited to:

- Environmental Requirements (ER) for public housing property. See PIH Notice 2016-22 (HA).
- Expenditure of Public Housing Funds (for Operations and Modernization) at the Property. Generally permitted consistent with Capital and Operating Funds rules. See the

Public Housing Funds and Repositioning document at www.hud.gov/sites/dfiles/PIH/documents/Repositioning%20and%20Public%20Housing%20Funds.pdf. However, if HUD's approval of the Application was supported by PHA's certification and supporting evidence of physical obsolescence (and the cost-test for rehab), HACC may not expend Public Housing Funds at the Property to the extent that the Property would no longer be obsolete.

- Re-occupancy of Units at the Property. HACC may decide it is in the best interests of the PHA, its residents, and the community to re-occupy vacated units up until disposition. In accordance with PIH Notice 2017-21 (HA), if PHA proposed the disposition because the units are structurally unsound, located in a floodway, or otherwise uninhabitable, HACC cannot reoccupy the units. PHA cannot re-occupy units after issuance of the 90-day relocation notice. PHAs must provide the newly occupied families with the relocation benefits and comparable housing resources required by 24 C.F.R. 970.21. HUD recommends HACC provide new families with a move-in notice explaining that the Property will be disposed of (including an estimated timeframe) and that the family will be provided with relocation benefits.

Resources

HUD's Public Housing Repositioning website at www.hud.gov/repositioning

SAC's website at www.hud.gov/sac

Section 18 Application Checklist. Includes an Order of Operations that includes post-approval steps (See Exhibit C of Checklist) https://www.hud.gov/sites/dfiles/PIH/documents/Section18ApplicationChecklist.pdf

Post-Closing Asset Repositioning Videos (for operating PBV projects post-closing) PHA Asset Repositioning Post-Closing How-To Videos - HUD Exchange

PBV FAQs https://www.hud.gov/sites/dfiles/documents/PBV_FAQs.pdf

EXHIBIT D
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Epic Land Solutions, Inc, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies. This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal reward including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.

3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is $100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of

37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. If this Contract is in excess of $150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than $150,000.

6. If this Contract is in excess of $100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

7. Contractor shall comply with 2 CFR Part 180 (including executive orders 12549 and 12689). These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at https://www.sam.gov. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Contract for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the federal agency funding this Contract, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   The Contractor agrees to provide the applicable federal agency or its authorized representative access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the appropriate federal administratoror the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that federal financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, policies, procedures, and directives.

11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

13. Contractor will comply with all applicable requirements of 2 CFR 200.216, 2 CFR 200.321, and 2 CFR 200.322.

14. Procurement of Recovered Materials (2 CFR 200.323): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-

designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____

Signature of Contractor’s Authorized Official

____

Name and Title of Contractor’s Authorized Official

____

Date

Exhibit E Eligible Expenses General Guidelines

The Exhibit consists of three columns and identifies two categories of Eligible Expenses. The first category consists of expenses that are automatically approved, subject to the applicable maximum amount outlined in the column immediately adjacent to such expense. The second category consists of expenses that require pre-approval. For expenses in the pre-approval category, the amount outlined in the column immediately adjacent to such expense represents the maximum amount for which such expense may initially be pre-approved. Any amount in excess of the applicable maximum requires separate approval in accordance with the Agreement.

For the avoidance of doubt, an expense identified as automatically approved may be incurred without obtaining prior approval, provided that the amount of such expense does not exceed the applicable amount listed in the adjacent column. An expense identified as requiring pre-approval may not be incurred unless and until it has been pre-approved, and the initial pre-approval for such expense shall not exceed the applicable amount listed in the adjacent column.

Expense	Approval Requirements	Maximum Eligible Amount
Professional moving company	Allowable without approval	1-bedroom - $1,100.00 2-bedroom - $1,460.00 3-bedroom - $1,950.00 4-bedroom- $4,000.00
Self-Move Funds	Allowable without approval	1-bedroom - $1,000.00 2-bedroom - $1,200.00 3-bedroom - $1,400.00 4-bedroom - $1,600.00
Security deposit	Allowable without approval	Amounts to be based on the voucher size issued. 1-bedroom - $2,532.00 2-bedroom - $2,885.00 3-bedroom - $4,004.00 4-bedroom - $4,638.00 5-bedroom - $5,333.00
Application fee	Allowable without approval	$50 per adult for up to 2 applications
Pet deposit/fee	Allowable without approval	$600 total per household
Holding fee	Allowable without approval	Amounts to be based on the voucher size issued. 1-bedroom - $844.00 2-bedroom - $962.00 3-bedroom - $1,335.00 4-bedroom - $1,546.00 5-bedroom - $1,778.00

Utility deposit	Approval Required prior to any expenditure	$300 total per household
Utility connection	Approval Required prior to any expenditure	$200 total per household
Storage unit	Approval Required prior to any expenditure	$200 total per household
Temporary hotel/lodging	Approval Required prior to any expenditure	$550 weekly. A new pre-approval request must be submitted and approved for each week
Special transportation related to the move	Allowable without approval	$200 total per household
Moving of medical/disability-related equipment	Approval Required prior to any expenditure	Will be handled on a case-by-case basis