

September 20, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval to apply to the U.S. Department of Housing and Urban Development Set-Aside
Funding for 30 Veteran Affairs Supportive Housing Vouchers

Purpose/Outcomes	Approval to apply for 30 Veteran Affairs Supportive Housing (VASH) Vouchers.
Dollar Amount and Fiscal Impact	Approximately \$218,160/year
Funding Source	HUD Funds; No County General Funds used
Duration	Annually Renewable Funding
Previous Board Action	Received approval to apply for 25 VASH Vouchers at August 18, 2016 HACC Board meeting
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

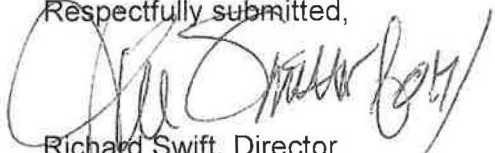
The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for an additional award of 30 Veteran Administration Supportive Housing (VASH) Vouchers.

The Veteran Administration (VA) and the Department of Housing and Urban Development provide funding to pay rental assistance for Veterans and this funding includes case management by the VA for each of the Veteran families. HACC currently has 76 VASH vouchers. HACC would like to expand its Veteran housing assistance and offer 30 additional vouchers to homeless Veterans, for a total of 106 VASH Vouchers. The vouchers are valued at approximately \$781 per month for a total estimated value of \$218,160 per year. The grant would assist 30 new homeless and disabled veterans with finding and sustaining permanent supportive housing.

RECOMMENDATION:

Staff recommends the Board's approval to apply for 30 additional VASH vouchers. Additionally, staff recommends the HACC Board authorize Chuck Robbins, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the VASH vouchers.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

September 20, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval to apply for the U.S. Department of Housing and Urban Development's
Family Self Sufficiency Coordinator Grant Renewal Funding

Purpose/Outcomes	Approval to apply for Family Self Sufficiency renewal funding through the U.S. Department of Housing and Urban Development (HUD).
Dollar Amount and Fiscal Impact	\$99,286/year
Funding Source	HUD Funds; No County General Funds used
Duration	1/1/2019 – 12/31/2019 (Annually Renewable)
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Increased self-sufficiency for our clients 3. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for the renewal of its Family Self Sufficiency (FSS) Program Coordinator grant. The FSS renewal will provide twelve months of funding for 1.5 coordinators' salary and benefits. The renewal amount is \$99,286.

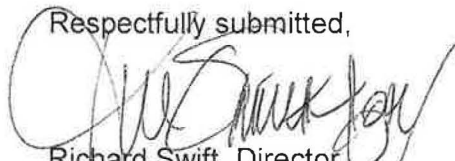
HACC has utilized this funding since 1999 to maintain its FSS Coordinator positions. The purpose of the FSS program is to help Voucher families make progress toward self-sufficiency and establish escrow accounts for money management, homeownership, and education in the future. The FSS coordinator assures that program participants are linked to the supportive services they need to achieve self-sufficiency. Without this Grant, HACC could not offer the services of an FSS Coordinator.

The FSS Administrative Fee funding renewal grant does not require matching funds. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board's approval to apply for the FSS Renewal Grant. Additionally, staff recommends the HACC Board authorize Chuck Robbins, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the FSS Grant renewal.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

September 20, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

In the Matter of approval to execute the General Depository Agreement, HUD Form 51999

Purpose/Outcomes	Approval to execute HUD Form 51999, General Depository Agreement for the FSS Escrow Account
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	September 20, 2018 – until terminated
Previous Board Action	None
Strategic Plan Alignment	1. Efficient and effective services 2. Build public trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

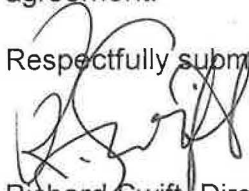
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a General Depository Agreement for the Family Self-Sufficiency (FSS) Escrow Account. This is a U.S. Department of Housing & Urban Development (HUD) required agreement between the Housing Authority of Clackamas County and our bank, Wells Fargo.

HACC's Annual Contributions Contract (ACC) with HUD requires HACC to deposit all program funds under an ACC in accordance with the terms of a General Depository Agreement, HUD Form 51999. The General Depository Agreement is a HUD form that is executed between HACC and Wells Fargo. The General Depository Agreement requires Wells Fargo to continuously and fully secure all deposits regardless of type that are in excess of federally insured limits, as well as set limits on the type of investments that can be made with ACC funds.

RECOMMENDATION:

We recommend the Housing Authority Board Chair sign the document necessary to execute the agreement.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

Healthy Families. Strong Communities.

**General Depository Agreement
HUD-51999 (GDA)**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

**OMB Approval No. 2577-0075
(exp. 01/31/2021)**

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

This Agreement, entered into this 20 day of September, 2018 by and between

Housing Authority of Clackamas County

(herein called the "HA"), a duly organized and existing public body corporate and politic of the
County of Clackamas of State of Oregon

and Wells Fargo Bank N.A., (herein called the "Depository"), located at 333 Market Street, 15th Floor, MAC A0109-150, San Francisco, CA 94105, ATTN: Public Funds Collateral Management Group; Email: publicfundscollateral@wellsfargo.com; Toll free 1-877-479-6603; Fax: 1-866-686-5441.

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more Annual Contributions Contracts (herein called the "ACC" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the ACC the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest-bearing deposit or interest-bearing accounts, designated 1739242152 FSS Escrow Account "Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt
5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the ACC, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the ACC or whether either HA or HUD is in default under the provisions of the ACC. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed
7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD

11. **Strike this paragraph if inapplicable:** Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. **Strike this paragraph if paragraph 2 applies:** For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated as _____ . Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

Executive Director, on behalf of Housing Authority of Clackamas County
Title Organization (HA)

Vice President & Manager, on behalf of Sheila Lynch
Title Organization (Depository)

Portland Field Office, Public Housing Director, on behalf of HUD
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. **Notice under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.**

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

Housing Authority of Clackamas County
HA
(SEAL)
ATTEST:
By _____
Chairman

Secretary

Depository Wells Fargo Bank, N.A.
(SEAL)
ATTEST
By _____

Address for Notice: 333 Market Street, 15th Floor, MAC A0109-150, San Francisco, CA 94105, ATTN: Public Funds Collateral Management Group; **Email:** publicfundscollateral@wellsfargo.com; **Toll-free:** 1-877-479-6603; **Fax:** 1-866-686-5441

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September 20, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2019

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2019
Dollar Amount and Fiscal Impact	\$17,720.09 in total collection losses.
Funding Source	N/A
Duration	July 1, 2018 – September 30, 2018
Previous Board Action	First, second, third and fourth quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2019 (July 1, 2018 – September 30, 2018). The uncollectible amounts are detailed on the attached worksheets.

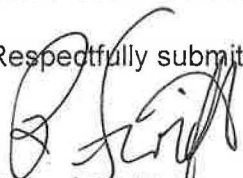
Uncollectible amounts for the first quarter of fiscal year 2019 will be \$10,438.09 for Low Rent Public Housing, \$7,282.00 for Local Project Fund. Of the total first quarter write offs, \$8,409.01 was for uncollected rents and \$9,311.08 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant. The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first quarter of fiscal year 2019 will be \$17,720.09.

As a business practice, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

LRPH

Collection Loss for the period of

7/1/2018

to

9/30/2018

First Quarter of Fiscal Year 2019

Unit #	SS #	Name	Rent	Sundry	Total
			1,189.32	2,077.46	\$ 3,266.78
			7.84	1,321.92	\$ 1,329.76
			780.00	614.70	\$ 1,394.70
			194.02	1,539.96	\$ 1,733.98
			565.80	1,807.51	\$ 2,373.31
			48.58	192.83	\$ 241.41
			35.65	62.50	\$ 98.15
					\$ -
Total Write-off			2,821.21	7,616.88	10,438.09


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Chuck Robbins

LPF

Collection Loss for the period of

7/1/2018

to

9/30/2018

First Quarter of Fiscal Year 2019

Unit #	SS #	Name	Rent	Sundry	Total
█	█	█	5.92	112.50	\$ 118.42
			(83.94)	1,142.91	\$ 1,058.97
			5,665.82	438.79	\$ 6,104.61
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			5,587.80	1,694.20	7,282.00

Betty McKee
Accounting Specialist 1 - Betty McKee

J. Kirkpatrick
Deputy Director of Finance - Jason Kirkpatrick

Chuck Robbins
Executive Director - Chuck Robbins

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September 20, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Adoption of Revisions to the Housing Authority of Clackamas County's Bylaws

Purpose/Outcomes	Approval to amend the Housing Authority of Clackamas County's Bylaws
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	N/A
Duration	September 20, 2018 until amended
Previous Board Action	The HACC Board Adopted the restated bylaws at the November 20, 2008 meeting, making them effective January 1, 2009.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of the HACC 2018 Restated Bylaws (Bylaws).

Currently the Board of Commissioners of the Housing Authority of Clackamas County (Board) consists of the Clackamas County Board of Commissioners plus one Resident Commissioner who is a participant in either the Public Housing program or the Section 8 Housing Choice Voucher program. Changes to the 2009 Restated Bylaws are needed to clarify the Annual Meeting, office locations, and Vice Chair elections. These are non-substantive changes that bring the bylaws into alignment with current practices. Specific changes are as follows:

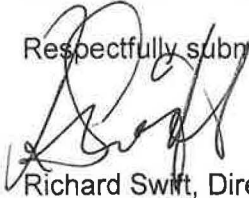
- Article II, Section 1, stated the Authority shall of six (6) Commissioners, one (1) a Resident Commissioner. The six (6) Commissioners shall be elected by the Citizens of Clackamas County.
- Article II, Section 6, updated when the Vice Chair is elected, removed Annual Meeting and inserted first Commissioners meeting in January.
- Article III, Section 1, updated the Annual Meeting to be held in March instead of January.

These changes have no financial impact on the County or HACC.

RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chair to sign the revised Bylaws making them effective September 20, 2018.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing & Human Services

HOUSING AUTHORITY OF CLACKAMAS COUNTY
2009 RESTATED BYLAWS

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The Name of the Authority shall henceforward be:
“Housing Authority of Clackamas County.”

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall identify the Authority in words and show the year of its organization.

Section 3. Office of Authority. The offices of the Authority shall be at such location in the County of Clackamas, State of Oregon, as the Authority may designate from time to time by Board action, and the Authority may hold its meetings at its offices or at such other places as it may designate by Board action.

ARTICLE II – OFFICERS/COMMISSIONERS

Section 1. Officers/Commissioners. The Authority shall have six (6) Commissioners, one (1) shall be a resident of the Authority. The remaining Commissioners shall be elected by the citizens of Clackamas County~~officers of the Authority shall be a Chairperson (Chair), a Vice-Chairperson (Vice-Chair) and a Secretary (Executive Director).~~

Section 2. Chair. The Chair shall preside at all meetings of the Authority. Except as otherwise authorized by Board action, the Chair shall sign all contracts, deeds and other instruments made by the Authority. At each meeting the Chair shall submit those recommendations and information that s/he considers proper concerning the business, affairs and policies of the Authority.

Section 3. Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair, and in case of the resignation or death of the Chair, the

Vice-Chair shall perform those duties imposed on the Chair until the ~~Authority-County~~ selects a new Chair.

Section 4. Secretary (Executive Director). The Executive Director shall be the chief administrative officer of the Authority.

The Executive Director shall be responsible for all aspects of the management of the Authority and for carrying out policies established by the Commissioners. S/he shall be responsible for the employment and termination of all Authority personnel and for implementing its personnel policies. S/he shall provide leadership in working with the staff toward accomplishing the goals of the Authority. S/he shall have the primary responsibility for developing new programs that will lead to better service to residents and the capability to house a greater share of those in the community who are in need of publicly assisted and affordable housing. S/he shall have the responsibility of coordinating the Authority's efforts with the plans and programs of other local, regional, state and federal agencies, as well as the public or private agencies or organizations that may be of assistance to the Authority or that the Authority may assist.

The Executive Director shall also be responsible for keeping correct records of the meetings of the Commissioners; supervise the preservation of all records of the Authority; and be responsible for all funds of the Authority.

Section 5. Additional Duties. The officers of the Authority shall perform such other duties and functions as may be required by federal and state law, the Commissioners, the By-laws, or the rules and regulations of the Authority.

Section 6. Election or Appointment. The Chair shall be the Board of County Commissioners Chair and shall hold office for four years or until they are re-elected or their successors are elected and qualified under state law. The Vice-Chair shall be selected at the

first Commissioners meeting in January annual meeting from among the Commissioners of the Authority, and shall hold office for one year or until they are re-elected or their successors are elected and qualified under state law.

The Executive Director shall be appointed by the Commissioners. Any person appointed to fill the office of Executive Director, or any vacancy therein, shall serve such term as the Commissioners may prescribe. No Commissioner of the Authority shall be eligible to this office except as a temporary appointee.

Section 7. Vacancies. Should the offices of Chair or Vice-Chair become vacant, the Commissioners of the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Executive Director becomes vacant, the Commissioners shall appoint a successor.

Section 8. Additional Personnel. The Authority may employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of Oregon and all other applicable laws of the State of Oregon. The selection and compensation of such personnel (including the Executive Director) shall be determined by the Authority subject to the requirements of state and federal law.

Section 9. The Commissioners of the Authority. The Board of Clackamas County Commissioners shall constitute the core Commissioners of the Authority. So long as federal law requires it, an additional Commissioner shall be appointed by the core Commissioners. The appointed Commissioner shall be a resident as defined by federal law. This commissioner shall be known as the appointed Resident Commissioner.

Section 10. Commissioners' Terms of Office. The terms of office of the core Commissioners of the Authority shall correlate to their terms as officials of the County governing body. The first appointed Resident Commissioner's term shall run until January

2005, and subsequent terms shall run in four year increments. At the discretion of the core Commissioners, the appointed resident Commissioner may be re-appointed at the conclusion of a term. At any time during a term, the appointed resident Commissioner may be removed for cause as described in state statutes, or if s/he ceases to meet the requirements for being an appointed resident Commissioner, or if the federal law requiring an appointed resident Commissioner is repealed.

Section 11. Relationship Between the Authority and Clackamas County. The core Commissioners of the Authority are empowered to sustain an administrative relationship between the Authority and Clackamas County for the purpose of maximizing the efficiency of Authority resources and facilitating County support for Authority goals and projects, when appropriate. At the discretion of the core Commissioners, a component of this relationship between the Authority and Clackamas County may be a requirement that the Executive Director act only with the direction and approval of a County manager designated to provide such supervision.

ARTICLE III – MEETINGS.

Section 1. Annual Meeting. The annual meeting of the Authority shall be held ~~in March on the third Thursday in January~~ at the designated meeting place of the Authority.

Section 2. Regular Meetings. Monthly meetings shall be held without notice at the regular meeting place of the Authority on the third Thursday of each month, unless the same shall be a legal holiday. A regular monthly meeting may be cancelled with at least forty-eight hours notice to all Commissioners, if no agenda items have been scheduled for that regular monthly meeting.

Section 3. Special Meetings. The Chair of the Authority may, when it is deemed expedient, call a special meeting of the Authority for the purpose of transacting any business

designated in the call. The call for a special meeting will be made at least three days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all the Commissioners of the Authority are present at a special meeting, any and all business may be transacted at the special meeting. Special meetings shall occur on Thursdays at the regularly scheduled Board of Clackamas County Commissioners meeting, but with unanimous consent of all Commissioners of the Authority, a special meeting may be held at any time.

Section 4. Quorum. The powers of the Authority shall be vested in the Commissioners. A majority of the Commissioners shall constitute a quorum of the Authority for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners present. No action may be passed or approved by a vote of the Commissioners that results in a tie.

Section 5. Conduct of Meetings. Meetings of the Authority shall be conducted according to the latest revision of Robert's Rules of Order.

All Board actions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Public Meeting Law. The Authority shall comply in all respects with ORS Chapter 192.610 through 192.710 as those statutes may from time to time be amended.

Section 7. Manner of Voting. The voting on all questions coming before the Commissioners of the Authority shall be by voice vote. All actions of the Commissioners shall be deemed to have been taken unanimously by all Commissioners present unless the

ayes and noes entered upon the minutes of a meeting reflect otherwise. Commissioners not specifically abstaining or voting negatively shall be counted as voting affirmatively.

ARTICLE IV – AMENDMENTS

Amendments to By-Laws. The By-laws of the Authority shall be amended only with the approval of four Commissioners of the Authority at a regular or special meeting, but no such amendment shall be adopted unless at least seven days' written notice was previously given to all of the Commissioners of the Authority.

Adopted By: Housing Authority Board of Commissioners

Chair: Jim Bernard
Vice Chair: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader
Resident Commissioner: Paul Reynolds

Effective: September 20, 2018

Signing on Behalf of the Board:

Chair

Date