This memorandum of understanding (MOU) is entered into among King County Housing Authority (“KCHA”), Department of Veterans Affairs, VA Puget Sound Health Care System (“VA”), and the property management companies listed below who are working under contract with KCHA for management services: as agents for the owner (Collectively “ Operators”):

* Greystar RS West LLC;
* Allied Residential;
* Madrona Ridge Residential LLC.

1. **BACKGROUND AND INTENT**

This MOU covers relationships and operational principles for the purposes of implementing a priority admission at KCHA owned or controlled properties for permanent housing for homeless veterans through the Veterans Affairs Supportive Housing (VASH) program administered by KCHA.

WHEREAS, KCHA and the VA have been awarded 482 VASH tenant based Housing Choice Vouchers; and

WHEREAS, the VA is funded to provide services in supported housing for veterans. Case Management services will be provided as part of program known VASH;

WHEREAS, Greystar RS West LLC, Allied Residential and Madrona Ridge Residential have executed management services agreement with KCHA and act as agents for KCHA;

WHEREAS, the sole purpose of this MOU is to set forth the current expectations and understandings of the parties regarding screening, property management and case management as they relate to the VASH program at KCHA owned or controlled properties;

WHEREAS, this MOU is not a binding legal agreement but is intended simply as a non-binding statement of the roles and responsibilities of the parties and the timeline for implementing the program. KCHA and VA may terminate this agreement with 60 days’ written notice to the others. Nevertheless, the parties will act in good faith to abide by the provisions of this MOU and/or, if reasonable based on future events, amend this MOU in writing to more accurately reflect their evolving expectations and understandings.

1. **WHAT EACH PARTY BRINGS**
2. **King County Housing Authority (KCHA)** owns or controls the properties listed under Exhibit A of this MOU and the recipient of 482 HUD/VASH tenant based Housing Choice Vouchers.

KCHA will make units available for VASH clients, consisting of a range of bedroom sizes as determined by need and availability by giving VASH clients priority to at least two units at each property. Operators, acting as the agent for the property owner, will provide management services as outlined in their respective management agreement with owner. Operators agrees to provide priority admission to VASH clients for at least two units at each site and hold one available one bedroom unit each time till the 20th of each month in order for the VA to make an appropriate referral to the property for screening.

The operator will hold a unit for longer till the 20th of the following month if a deposit equaling to one month rent is made to hold the unit for longer period of time. No unit will be held for longer than one month and the deposit will forfeited if no qualified renter is referred by VA by the 20th of the following month. However if a qualified renter is referred and the renter takes possession of the unit withinthe month the deposit will be applied towards first month rent.

The operator also agrees to use the agreed screening criteria for the VASH Supportive Housing program included as Exhibit B to this MOU.

1. **Veterans Administration (VA)**, through its Puget Sound Health Care System, provides medical, mental health and housing assistance to eligible veterans. These services available to veterans with VASH vouchers will be provided both on and off-site as needed.
2. **CLIENT APPLICATION PROCESS**

The VA will refer clients to site Property Managers as up-coming vacant unit become available. The flow of client acceptance into the program involves three points of screening as set forth below. A positive recommendation must result at each step to be accepted as a tenant at the Apartments. A referral process is included as Exhibit C to this MOU.

* 1. **VA Application process**
  2. The VA Housing Specialist will select veterans that are eligible for the VASH program.
  3. Once selected by the VA, veterans shall be engaged in the VASH program and have a VASH clinician assigned to work with them to address housing stability and other needs identified through the VA.
  4. The veterans agree to pay a portion of the rent based on their income as determined by KCHA’s Section 8 program.
  5. The veterans are willing to sign and abide by rental agreement with the Management Company.

1. **KCHA Housing Choice Voucher VASH screening process**
2. KCHA Section 8 program shall determine whether veterans referred by the VA are eligible for Section 8 Housing Choice Voucher subsidies. Per HUD guidance, KCHA Section 8 program may only screen a VASH household for, and deny admission to, a family member that is subject to a lifetime registration requirement under a state sex offender registration program.
3. If the veteran is approved for the VASH Housing Choice Voucher, KCHA staff will notify VASH clinician & the veteran when voucher is approved for issuance.
4. **Housing identification, referral and application process**
5. KCHA staff shall check KCHA’s Monday Morning Report (MMR) weekly and notify the VA Housing Specialist of upcoming unit vacancies at the properties included under Exhibit A of this MOU.
6. The VA Housing Specialist will alert the Site Property Manager through email when they’d like to refer a VASH voucher holder to an upcoming vacancy.
7. The VA Housing Specialist will be responsible for matching unit availability to need and coordinate the apartment viewing and application process for veterans.
8. The Property Manager will hold the vacant unit till the 20th of the month before standard marketing procedures begins. Units can be held for longer periods of time if a deposit is made equaling to one month’s rent amount.
9. Veterans shall agree to a background check and screening through a reporting agency for suitability. In its screening and selection process, the site Property Manager agrees to apply KCHA’s alternative screening criteria for the VASH supportive housing program included as Exhibit B to this MOU. The candidate must meet the criteria before being admitted to the Apartments. The management company shall also comply with federal fair housing requirements.
10. If admitted, candidate must sign lease agreement and its addenda, pay security deposit, pet deposit if applicable, and required rent portion. Any deposit made on the unit before a veteran was identified, will be applied to the initial move-in costs.
11. If denied, candidate will be given an opportunity to appeal the denial.
12. **Request for tenancy approval (RFTA) process**
    1. Once the three step screening process listed above has been approved, The site Property Manager will fax the Request for Tenant Approval (“RFTA”) to KCHA’s Section 8 VASH Housing Specialist to trigger the initial inspection process and complete the Section 8 housing process.
    2. The veteran will be required to sign a lease with the site Property Manager and any supportive services agreements as required by the VA. The lease shall be for a minimum of one year.
13. If the veteran wishes to move, he/she may do so after they reside in the unit for one year meeting the lease term obligations. **TERMS OF AGREEMENT DURING OPERATION**

Communication between Property Management, the VA and KCHA:

The administrative contact person for this project from the Operators will be the Regional Manager or the Vice President. The Administrative Contact for KCHA will be the KCHA’s applicable Asset Manager. The administrative contact for this project from the VA will be the HUD/VASH Clinical Supervisor. The parties will notify each other if there is a change in administrative contact person.

* 1. It is the expectation of all parties that the site Property Manager and the VASH clinician will build an appropriate, collaborative working relationship. The site Property Manager and case managers will work together to address issues of concern with any VASH participant through regular communication by email, phone or in-person visits.
  2. KCHA, the Operators, and the VA will follow all laws and regulations pertaining to client confidentiality, including, but not limited to, the Health Insurance Portability Accountability Act of 1996 (HIPAA).

1. **DURATION OF MEMORANDUM OF UNDERSTANDING**

This MOU is effective November 1, 2015 and will remain in effect until terminated.

1. **COMPENSATION AND METHOD OF PAYMENT**

No party will receive compensation for services provided under this agreement. Nothing in this agreement will constitute a promise or intent of compensation for services now or in the future.

1. **TERMINATION**
2. This MOU may be terminated by KCHA or VA without cause, in whole or in part, prior to the date specified in Section V, by giving the other parties sixty (60) days advance written notice of the termination.
3. KCHA or VA may terminate this MOU, in whole or in part, upon five (5) days advance written notice in the event: (1) that either party materially breaches any duty, obligation, or service required pursuant to this MOU, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
4. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this MOU or law that either party may have in the event that the obligations, terms, and conditions set forth in this MOU are breached by another party.
5. No priority units will be provided to VA clients upon the termination of this MOU. However VA agrees to continue to provide services to its clients who reside in KCHA’s properties.
6. **COMPLIANCE**

All parties to this MOU will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. δδ1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. δ794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act 1975, as amended (42 U.S.C. δδ6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) δδ523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. δδ290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. δδ3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

1. **NOTICES**

Whenever notice is to be provided by one party to another, such notice shall be in writing directed to the Chief Executive Officer or designee of the other parties to this MOU. Notice shall be considered delivered three (3) working days after being posted in the US mail.

1. **AMENDMENTS**

Any party may request changes to this MOU. Proposed changes that are agreed upon shall be incorporated by written amendments to this MOU.

1. **ENTIRE MOU/WAIVER OF DEFAULT**

The parties agree that this MOU is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded.

1. **ASSURANCES**

The parties signing this Agreement warrant and represent for themselves and for their respective organizations that they are duly authorized to sign this MOU, and that upon such signing their respective organizations are bound thereby. Roles and responsibilities as noted above will remain in place for the duration of the Project-based VASH contract, including any contract extensions, unless changes are made by mutual consent from KCHA, the VA, and CPC. Any party to this agreement can terminate their role in the agreement with 30 days written notice to all parties.

***Signatures on following Exhibit pages***

**EXHIBIT A**

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| --- | --- | --- |
| **PROPERTY** | **ADDRESS** | **MGMT CO** |
| Arbor Heights | 135 Southwest 116th Street, Burien, WA 98146 | Allied |
| Aspen Ridge | 12601 68th Avenue S., Seattle, WA 98178 | Allied |
| Auburn Square | 3740 "H" Street, Auburn WA 98002 | Allied |
| Carriage House | 3602 South 180th Street, Seatac, WA 98188 | Allied |
| Cascadian | 15517 NE 12th Street, Bellevue, WA 98008 | Allied |
| Fairwood | 14300 SE 171st Way, Renton, WA 98058 | Allied |
| Meadows on Lea Hill | 12505 SE 312th St., Auburn, WA 98092 | Allied |
| Newporter | 5900 - 119th Avenue SE, Bellevue, WA 98006 | Allied |
| Parkwood | 26435 - 104th Avenue SE, Kent WA 98031 | Allied |
| Somerset Gardens-East | 14700 Northeast 29th Place, Bellevue, WA 98007 | Allied |
| Village at Overlake | 2580 152nd Avenue Northeast, Redmond, WA 98052 | Allied |
| Walnut Park | 24817 - 112th Avenue SE, Kent WA 98030 | Allied |
| Windsor Heights | 17229 32nd Avenue South, SeaTac, WA 98188 | Allied |
| Woodridge Park | 12400 28th Avenue South, Burien, WA 98168 | Allied |
| Bellepark East | 16203 NE 13TH ST, Bellevue, WA 98008 | Greystar |
| Colonial Gardens | 15001 15th Avenue NE, Shoreline, WA 98155 | Greystar |
| Cottonwood | 25934 25th Lane S, Kent, WA 98032 | Greystar |
| Cove East | 33030 1st Ave. S, Federal Way, WA 98003 | Greystar |
| Landmark | 16330 NE 11th St., Bellevue, WA 98008 | Greystar |
| Timberwood | 3809 148th Ave. NE, Bellevue, WA 98007 | Greystar |
| Woodside East | 16240 NE 14th Street, Bellevue, WA 98008 | Greystar |
| Gilman Square | 360 NW Dogwood Street, Issaquah, Washington 98027 | Madrona Ridge |
| Meadowbrook | 1408 NW Richmond Beach Rd, Shoreline, WA 98177 | Madrona Ridge |
| Villages at South Station | 3724 South 154th Lane, Tukwila, WA 98188 | Madrona Ridge |

**EXHIBIT B**

| **Alternative criteria for VASH supportive housing service participants** |
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| **Qualifications:**   * Must participate in supportive housing services; * Must be referred to properties by the VA; * Must be eligible for subsidized housing; * No source of income requirement; |
| * No credit rating/score required; * No increased deposit requirement; * No employment requirement;   **Identification:**  Valid identification with full name, date of birth and photo, and full social security number and/or valid, verifiable work visa, alien registration receipt card, temporary resident card, employment authorization card, tax payer’s identification card or other identifications that could be used to verify applicants’ eligibility and suitability. Falsification or lack of verifiable document will result in denial.  **Grounds for denials**:   * Owing money to a Public Housing Authority, unless a repayment plan has been established. * More than two evictions in the past two years. |
| * Any felony conviction within the past year |
| * Extreme or adverse rental history within the past 12 months \* * Falsification of rental application, non-disclosure of criminal records or lack of verifiable document |
| * Any convictions as follows – no time limit   Registered sex offender Terror related Murder Kidnapping  Manslaughter Arson |
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| \*Extreme or adverse rental history, e.g.  -documented tenant-based damages >$1,000 -documented abusive/violent behavior toward management staff -More than 3 documented lease violations within last year |

**EXHIBIT C**

**Referral Process**

See attached flow chart.

**FOR Veterans Administration**

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| --- |
| By: |

Date:  
  
Name:   
  
Title:   
  
Address:

**FOR King County Housing Authority**

|  |
| --- |
| By: |

Date:

Name: Stephen J. Norman

Title: Executive Director

Address: 600 Andover Park West, Tukwila, WA 98188

**FOR Allied Residential**

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| --- |
| By: |

Date:  
  
Name:   
  
Title:   
  
Address:

**FOR Greystar RS West LLC**

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| --- |
| By: |

Date:  
  
Name:   
  
Title:   
  
Address:

**FOR Madrona Ridge Residential LLC**

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| --- |
| By: |

Date:  
  
Name:   
  
Title:   
  
Address: