



Amy Chase Herman
Interim Director

RESOLUTION SERVICES
Public Services Building
2051 Kaen Road, PSB #210 / Oregon City, OR 97045

January 26, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment increasing funding from a Grant Agreement with Oregon Housing and Community Services for mediation services to Manufactured Home park communities. Amendment value is \$50,000, grant value is increased to \$64,000 for 2 years. Funding through Oregon Housing and Community Services. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues on 01/24/2023. Agreement signed by County Administrator on 5/31/2022 for an amount of \$14,000 for 7/1/2021 through 6/30/2023.		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Amy Herman	Contact Phone	971-291-4758

EXECUTIVE SUMMARY: This amendment is to allow for \$50,000 in additional funds that became available after the initial contract was executed. Through mediation, homeowners in manufactured home communities may maintain or repair relationships and agreements with property owners or park neighbors, helping residents to remain housed in affordable homes and park owners to maintain stable communities. Residents of manufactured home communities tend to be underserved populations including low income and/or seniors. This additional \$50,000 grant capacity will provide mediation services at no cost to the participants.

RECOMMENDATION: Staff recommends approval of this contract amendment.

Respectfully submitted,

Amy Herman, Resolution Services
Interim Director

For Filing Use Only

State of Oregon
Oregon Housing and Community Services Department
Community Dispute Resolution Services
Grant Agreement
Amendment No. 1

This is Amendment No. 1 (the "Amendment") to the Grant Agreement No. 7030, dated May 31, 2022 (the "Agreement") executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, ("Agency"), and **Clackamas County**, a Local Government, ("Grantee").

Recitals: It has now been determined by Agency and Grantee that the Agreement referenced above shall be amended to increase funding and revise Exhibit A: Project Details and Scope of Work.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows effective upon signature by all parties and approval required by law: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **striking** unless a section is replaced in its entirety:
 - a. Amend Section G: Compensation, subsection a., entitled Not to Exceed Compensation, only as follows: The maximum not-to-exceed compensation, also referred to as "contribution amount" payable to Local Government under this Agreement, which includes any allowable expenses, is ~~\$14,000~~ **\$64,000**.
 - b. Amend Exhibit A: Project Details and Scope of Work, Part. IV, Payment Provisions, subsection A., as follows:

The compensation for all Work and **operational costs** accomplished under this Agreement will be billed at Grantee's hourly rate of \$125 per hour and shall not exceed a maximum of ~~\$14,000.00~~ **\$64,000.00** unless otherwise amended.

Local Government's reimbursement shall be based on the activities below **and operational costs of the Local Government to continue to operate efficiently as a mediation service provider**. Local Government shall submit data of the cases listed below:

1. Declined or Settled in Case Development
2. Court Mediation
3. Remote Mediation

4. Table Mediation at Center
 5. Additional Table Mediation Session Required for Case at Center
 6. Hosting MMCRC Program Sponsored Training
 7. Additional trainees. In the event CDRC hosts a “training session” performed by MMCRC the Local Government may be reimbursed. If there are more than 12 trainees, per session, then there will be an additional reimbursement per trainee. Local Government may be reimbursed by submitting a Special Project Request Form (Exhibit F), subject to approval.
Local Government shall reimburse mileage per diem (<https://www.gsa.gov/>) to travel to a neighboring county service area to attend MMCRC Program Training.
 8. Travel as required under the Agreement and approved by Agency. Travel reimbursement shall be made in accordance with Part V. Travel and Other Expense.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
 3. The parties expressly affirm and ratify the Agreement as herein amended.
 4. Grantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
 5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Grantee under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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SIGNATURE PAGE

GRANTEE:

Clackamas County

Authorized Signature: _____

Date: _____

By (print name): _____

Title: _____

Email: _____

TIN#: _____

AGENCY:

**State of Oregon acting by and through its
Housing and Community Services Department**

Authorized Signature:

Designated Procurement Officer Date

Reviewed and Approved By: _____ *Approved via email on 8/31/22* _____
Rick Abrego, Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: _____ *Approved via email on 9/20/22* _____
David Berryman, Assistant Attorney General Date