



**RESOLUTION SERVICES**

**Public Services Building**

2051 Kaen Road, PSB #210 / Oregon City, OR 97045

July 28, 2022

Board of County Commissioners  
Clackamas County

**Approval of a grant amendment with University of Oregon/Office for Community Dispute Resolution adding funding for an Eviction Mediation Demonstration Project. Total value is 509,711.00. Funding through June 30, 2023. County General Funds are not involved.**

<b>Purpose/Outcome</b>	Additional funding to provide services at no cost to participants in cases referred by County, agency, and non-profit support service partners for eviction mediation.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds an additional \$392,389.00 to the base OOCDR grant amount of \$117,322.00 for FY21-23. This one year increase will fund additional staff for outreach and marketing, service delivery, and data collection to show future funders the effectiveness of community mediation as a housing stability tool.
<b>Funding Source</b>	Oregon Office for Community Dispute Resolution housed at the University of Oregon School of Law.
<b>Duration</b>	The original bi-ennial contract is in effect from 7/1/2021 to 6/30/2023. This amendment will be in effect upon completion of all signatures until 6/30/2023.
<b>Previous Board Action/Review</b>	None. Original internal grant lifecycle form was approved on April 21, 2021 by County Administrator Gary Schmidt, and the agreement was signed by department director Lauren Mac Neill on 9/13/2021.
<b>Strategic Plan Alignment</b>	1. This item aligns with our department business plan by addressing our strategic goal # 2. <i>The community will experience an increase in accessing resolution services as parties to conflicts in the following areas that will be required, by law, rule, or procedure to participate in mediation or alternative dispute resolution: Evictions</i>

	2. This item aligns with the County's Performance Clackamas goal of Ensuring safe, healthy, and secure communities. Eviction prevention mediation is an important tool to help landlords reduce turnover and tenants to maintain stable housing.
<b>Counsel Review</b>	Date of Counsel review: July 13, 2022 Name of County Counsel performing review: Andrew Naylor
<b>Procurement Review</b>	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.) 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a grant.
<b>Contact Person</b>	Amy Chase Herman, Interim Director
<b>Contract No.</b>	N/A

**BACKGROUND:**

CC Resolution Services has been working with the Oregon Office for Community Dispute Resolution (OOCDR) over the past several years in efforts to secure state funding of community mediation as a tool to avoid eviction actions through the courts. The state Oregon Housing and Community Services (OHCS) department agreed to fund a one-year Eviction Demonstration Project through the OOCDR in FY22-23, utilizing five existing OOCDR grant recipients including Clackamas County Resolution Services.

Data will be collected throughout this project to demonstrate the effectiveness of mediation as a tool in achieving housing stability, and to appeal for future state funding of eviction prevention mediation services.

Mediation allows parties to explore options through dialogue and negotiation with the assistance of a mediator. The mediation process provides opportunities to resolve issues without going to eviction court. Successful mediation outcomes avoid the associated costs, and the barriers to future housing, created by the eviction process.

**RECOMMENDATION:** Staff recommends approval of this contract, and authorizes the Chair to sign on behalf of the County.

Respectfully submitted,

Amy Chase Herman  
Interim Director  
Resolution Services



assistance programs, e.g., community action agencies and/or other provider(s).

5. Contractor will collect data to evaluate the impact of the eviction prevention mediation demonstration. The data will be determined in collaboration with the Oregon Office for Community Dispute Resolution housed within the University of Oregon.
6. Contractor will participate in regular coordination meetings with all eviction prevention demonstration sites.
7. Contractor will submit service, financial and satisfaction data to University on forms according to schedule Exhibit F.

**Exhibit F: Payment and Report Schedule for Eviction Prevention Mediation Demonstration**

Contractor may use funds received under this Grant to reimburse Contractor for expenses incurred beginning on February 1, 2022. Contractor is not required to match the grant award.

**Financial Report Schedule:**

- |                                      |                       |
|--------------------------------------|-----------------------|
| February 1, 2022 – December 31, 2022 | Due: January 31, 2023 |
| January 1, 2023 – June 30, 2023      | Due: July 31, 2023    |

**Service and Satisfaction report schedule:**

Data referred to in Section 5, above, will be submitted to University monthly, or on a schedule communicated in writing (via email) at least two weeks prior to any new schedule implementation.

**Payment Schedule (3 payments):**

University will pay Contractor the first payment of **\$217,781.00** upon the signing of this Agreement, contingent upon disbursement of funds from the Oregon Housing and Community Services.

Grantor anticipates making two additional payments during the term of this Agreement for the Eviction Prevention Mediation Demonstration. Every effort will be made to issue payments according to the schedule detailed below. Payment amounts will vary depending on actual appropriations. Payment dates are approximate, and may differ from the dates provided below, based on revised budget decisions made throughout the year by the Oregon Housing and Community Services, and Grantor, as well as the length of time necessary to review and approve reports.

Second payment of **\$62,223.00**, upon submission and approval of the January 31, 2023 report, on or about March 17, 2023.

Third payment not to exceed **\$112,385.00** upon submission and approval of the July 31, 2023 report, on or about September 15, 2023.

3. All of the representations and warranties of each Party in the Original Agreement are confirmed by such Party to be true and correct as of the date of signature below.
4. Except as provided in this First Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.
5. This First Amendment may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed First Amendment), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

UNIVERSITY	CONTRACTOR
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: