

March 5, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Amendment to a Subrecipient Agreement with AntFarm for Molalla Resource Center building improvements. Amendment Value is \$653,874.80 for 6 months. Total Agreement Value is \$1,420,524.80 for 18 months. Funding is through Oregon House Bill 5202 funds. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • Original Agreement Approved, March 24, 2025, Agenda Item 20250320 III.D.8 • Amendment #01 Approved, July 24, 2025, Agenda Item 20250724 II.E.6 		
Performance Clackamas	Safe, Secure, and Livable Communities		
Counsel Review	Yes - Ryan Hammond	Procurement Review	No
Contact Person	Vahid Brown	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: The Housing and Community Development Division (HCDD) of the Health, Housing, and Human Services Department requests approval of an amendment to the Subrecipient Agreement with AntFarm for the implementation of identified building improvements at the Molalla Resource Center property.

AntFarm, a nonprofit 501(c) (3) organization, was awarded funds in 2023 to establish a resource center in the City of Molalla as part of an ambitious strategy to build a countywide system of care to address and prevent homelessness, including rural areas. AntFarm’s vision for the Molalla Resource Center is for it to be a shared space where local service providers, public safety officials, health care professionals, faith-based organizations, educators, and governmental agencies can come together under one roof to address the systemic issues of homelessness collaboratively.

The original agreement with AntFarm provided funds to acquire the property for the provision of approximately 20 units of emergency shelter. Amendment 1 provided the architectural and design services to adapt the acquired location for the specific use as a Resource Center. This amendment provides funds to implement the design improvements through a construction contract with A. C. Schommer & Sons, Inc., the awarded party after a competitive bidding process.

This amendment is funded through resources from the State of Oregon House Bill 5202, Department of Administrative

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Services Intergovernmental Grant Agreement #107-2022-5202-15. No County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment 02 (11636) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Rumbaugh".

Mary Rumbaugh
Director of Health, Housing, and Human Services

**Subrecipient Amendment (FY 25-26)
Health, Housing and Human Services Department**

H3S Subrecipient Agreement Number: 11636	Board Order Number:
Department/Division: H3S/HCDD	Amendment No. 2
Subrecipient: AntFarm	Amendment Requested By: Vahid Brown
Changes: <input checked="" type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Others

Justification for Amendment:

This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees to deliver a resource center, further described in the revised Exhibit A.

This Amendment #2 is entered into between Antfarm (“SUBRECIPIENT”) and Clackamas County (“COUNTY”) and shall become part of the Agreement documents entered into between both parties on March 24, 2025 (“Agreement”).

The purpose of this Amendment #2 is to assist AntFarm with construction services for their Molalla Resource Center. The location of this recently purchased property is 106 E 2nd Street, Molalla, Oregon 97038.

This Amendment #2 adds to the maximum compensation, and expands the scope of the project to include the following roles and responsibilities:

- 1) AntFarm will hire Architectural services independently from the County, which would include the development of specifications, drawings, collaboration to provide bid documents and coordination with the County, permit processing, their hired architect attending meetings for the construction project from start to completion, and building turnover.
- 2) AntFarm to receive architect’s documents to publicly bid the project, complying with State of Oregon laws and County procurement rules, and hiring a general contractor as the lowest responsive bidder for the Molalla Project.
- 3) The County will provide AntFarm with insight on the bidding process sufficient to satisfy compliance with State of Oregon laws and procurement rules, and
- 4) AntFarm will report and clarify expenditures and reimbursements for the Molalla Project.

This Amendment #2 is effective upon execution by both parties and continues through June 30, 2026.

Maximum compensation is increased by \$653,874.80 to a revised total contract value of \$1,420,524.80. Compensation is on a reimbursement basis, according to the revised budget on Exhibit B, attached hereto and incorporated by this reference herein.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with *“italic”* font for easy reference.

AMEND:

4. Grant Funds. COUNTY’s funding for this Agreement consists of supportive housing service funds received through the State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is \$735,800.00 for phase one, as described in Exhibit A. Grant funds will be distributed in three phases. During the first phase COUNTY will pay an advance of a fixed unit grant in the amount of \$735,800.00, of which \$685,800.00 will be used by SUBRECIPIENT for property acquisition, as further described in Exhibit A. Additionally, after acquisition, SUBRECIPIENT will utilize the property to provide front door shelter services, as further described in Exhibit A. SUBRECIPIENT must use \$50,000 to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

This program will be continued through the second and third phases with additional requirements and appropriated funds as they become available, and will only be approved upon issuance of a financial or fiscal amendment to this Agreement or as a new contract, on such additional terms and conditions as required by COUNTY.

The COUNTY’s obligation to provide SUBRECIPIENT with grant funding is conditional upon compliance with the terms and conditions contained herein, and disbursements will be made in accordance with the requirements contained in Exhibits B: Subrecipient Program Budget, and C: Required Financial Reporting and Payment Request. Failure of SUBRECIPIENT to comply with the terms of this Agreement may result in withholding of payment, a requirement to return funds, or any other right or remedy available to COUNTY under this Agreement, at law, or in equity. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination of the Eligible Expenditure Period described in Section 1 if award conditions are not met.

Phase II of this program consists of Architectural Services to be provided by AntFarm. This cost or expenditure incurred by AntFarm for Phase II Work will be covered by a grant or loan from the City of Molalla, the County will reimburse the Architectural Services expenses to AntFarm.

In consideration for SUBRECIPIENT performing additional Work and incurring Architectural services expenses during Phase II of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed \$30,850.00. The total Agreement compensation will not exceed \$766,650.00.

Compensation is on a reimbursement basis, according to the revised budget on Exhibit B, attached hereto and incorporated by this reference herein.

ORIGINAL AGREEMENT	\$ 735,800.00
AMENDMENT #1	\$ 30,850.00
TOTAL AMENDED AGREEMENT	\$ 766,650.00

TO READ:

4. Grant Funds. COUNTY’s funding for this Agreement consists of supportive housing service funds received through the State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is \$735,800.00 for phase one, as described in Exhibit A. Grant funds will be distributed in three phases. During the first phase COUNTY will pay an advance of a fixed unit grant in the amount of \$735,800.00, of which \$685,800.00 will be used by SUBRECIPIENT for property acquisition, as further described in Exhibit A. Additionally, after acquisition, SUBRECIPIENT will utilize the property to provide front door shelter services, as further described in Exhibit A. SUBRECIPIENT must use \$50,000 to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

This program will be continued through the second and third phases with additional requirements and appropriated funds as they become available, and will only be approved upon issuance of a financial or fiscal amendment to this Agreement or as a new contract, on such additional terms and conditions as required by COUNTY. *A Phase IV may be necessary for continued provision of services at the location. This will be accomplished by executing an amendment to this SUBRECIPIENT agreement.*

COUNTY’s funding for Phase III of this Agreement consists of grant funds received through the State of Oregon, Department of Administrative Services (“DAS”), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is \$653,874.80 for Phase III, as described in the revised Exhibit A.

The COUNTY’s obligation to provide SUBRECIPIENT with grant funding is conditional upon compliance with the terms and conditions contained herein, and disbursements will be made in accordance with the requirements contained in Exhibits B: Subrecipient Program Budget, and C: Required Financial Reporting and Payment Request. Failure of SUBRECIPIENT to comply with the terms of this Agreement may result in withholding of payment, a requirement to return funds, or any other right or remedy available to COUNTY under this Agreement, at law, or in equity. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination of the Eligible Expenditure Period described in Section 1 if award conditions are not met.

Phase II of this program consists of Architectural Services to be provided by AntFarm. This cost or expenditure incurred by AntFarm for Phase II Work will be covered by a grant or loan from the City of Molalla, the County will reimburse the Architectural Services expenses to AntFarm.

In consideration for SUBRECIPIENT performing additional Work and incurring Architectural services expenses during Phase II of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed \$30,850.00. The total Agreement compensation for the contract up to phase II will not exceed \$766,650.00.

Phase III of this program consists of bidding on construction of the site and the actual construction process, provided by AntFarm and their hired contractor. The County will reimburse AntFarm for the expenses incurred by AntFarm for this Phase III.

In consideration for SUBRECIPIENT performing additional Work and incurring bidding and construction services expenses during Phase III of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed \$653,874.80.

The County is adding construction contingency funds up to 15% of the AntFarm or Antfarm Youth Services-Molalla Resource Center Project, for possible unforeseen site conditions on the existing property (i.e., structure and land). This existing property may have additional Scope of Work not discovered by the AntFarm hired project architect, which developed the scope of work. Both agencies (i.e., Clackamas County and AntFarm) support this need for adding construction contingency for unforeseen site conditions related to the start and completion of the project.

The County is also reimbursing Antfarm for project management in the amount of \$ 13,312.00.

This project has been awarded to: Gen. Contractor A. C. Schommer & Sons, Inc., for: \$557,011.13

The requested Construction Contingency of 15% is: \$83,551.67

Project Management by AntFarm Staff adds: \$13,312.00

For a reimbursement billable total from the County to AntFarm of: \$653,874.80

The total Agreement compensation including contingency funds will not exceed \$1,420,524.80.

Compensation is on a reimbursement basis, according to the revised budget on Exhibit B, attached hereto and incorporated by this reference herein.

ORIGINAL AGREEMENT	\$ 735,800.00
AMENDMENT #1	\$ 30,850.00
<u>AMENDMENT #2</u>	<u>\$ 653,874.80</u>
TOTAL AMENDED AGREEMENT	\$ 1,420,524.80

[Signatures on the following page]

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

AntFarm

Clackamas County

 2-3-26

Authorized Signature

Date

Signature

Date



Printed Name

Name: _____

Title: _____

Approved for Legal Sufficiency:



2/4/2026

County Counsel

Date

REPLACE:

Exhibit A: Subrecipient Scope of Work and Performance Reporting

WITH:

**EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

PROGRAM NAME: Molalla Resource Center	H3S #11636
SUBRECIPIENT: AntFarm	

Introduction

The Housing & Community Development Division of the Health, Housing & Human Services Department seeks to partner with community-based organizations, developers, or other qualified Supportive Housing Services providers for the property acquisition and/or construction for use in providing resources and navigation services to individuals experiencing or at risk of experiencing homelessness. It also funds acquisition, construction, and /or rehabilitation, expansion, or other physical improvements to new or existing property.

AntFarm (SUBRECIPIENT) is a nonprofit corporation unique to its grassroots rural origin helping local youth and community members to support local Elders. SUBRECIPIENT has designed and completed three capital improvement projects in Sandy and Estacada buildings. It has managed each of these projects from start to completion, withing with the cities and county code enforcement, meeting permit requirements, working with sub Subrecipients, and meeting with community members and partners to communicate their purpose and intent. The acquisition, construction, rehabilitation, and expansion of its properties has been a consistent factor in their growth and strength in services to the community.

Program Objectives

The project (“Project”) is the acquisition, construction, and operation of a Resource Center for purposes of providing supportive services within rural Clackamas County to individuals who are, or are at risk of, experiencing houselessness. “Supportive services” includes homeless prevention, support services, transition and placement services, in-reach, basic survival support, mental health services, intervention and addiction services, physical health services, short and long-term rent assistance, eviction prevention, financial literacy, employment, job training and retention education, peer support services, workplace support, benefits, navigation and attainment, landlord tenant education, fair housing advocacy, shelter services, bridge/transitional

housing placement, discharge intervention, and other support housing services that stabilize people experiencing homelessness and housing instability, as further described in the State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511.

During Phase II of this Project, COUNTY shall award funds to SUBRECIPIENT to reimburse for their architectural and design services expenses incurred to upgrade the structure of the property located at 106 E 2nd Street, Molalla, Oregon 97038 (“the Property”). Phase III will consist of the construction services at the property. Phase IV of this Project will consist of provision of supportive housing services to vulnerable populations.

The Molalla Resource Center will utilize the 4,495-square-foot building to create a comprehensive service hub. The center will emphasize housing support, employment readiness, and emergency relief, addressing the vocal need for resource accessibility in the community. Service delivery is anticipated to begin early FY 2025-26. Ongoing operating funds will be covered by a continuation of homeless services funding originally allocated in SB 5511 or other grants as they become available.

Contingent upon (1) successful acquisition of the Property in accordance with the terms of this Agreement; and (2) upon execution of an amendment or a new contract on terms and conditions acceptable to the County, including agreement as to eligible expenditures, COUNTY may grant SUBRECIPIENT the remaining grant funds to be used towards the next phases of the Project.

Phase I activities are described below.

Phase I

Acquisition of Site: The Main Site is located at 106 East 2nd Street, Molalla, OR 97038. It is a 4,495-square-foot building, with a large area upstairs, a full basement, a commercial kitchen and several ADA bathrooms. The building is well suited for a community Day and Resource Center and can easily be used for Cooling and Warming Centers. This is a turn-key purchase. As a key aspect of Community Engagement, outreach, and resource development, this site will serve homeless and households at risk of eviction due to employment concerns and will provide access to employment services.

These sites will allow for increased connection for homeless and housing unstable community members in the areas of:

1. rapid rehousing and long-term housing
2. public benefits such as OHP, SNAP, and WIC.
3. Access to domestic violence quick response
4. Access to behavioral health
5. Public defenders and community court
6. Access to alcohol and drug mentors
7. Access to care coordination services
8. Access to educational and employment supports and services

9. Access to expungement clinics
10. Access to basic needs supports
11. Access to healthy meals and food
12. Warming and cooling centers

COUNTY will provide grant funds in the amount of \$685,800.00 to be used by SUBRECIPIENT for acquisition costs to acquire the Property for the purpose of opening and maintaining a Resource Center to provide supportive services for people experiencing, or at risk of experiencing, homelessness. Acquisition of the Property must occur within ninety (90) days of execution of this Agreement.

The Minimum Use Period of the properties dedicated for long-term use as Resource Centers for people experiencing or at risk of experiencing homelessness, is no less than 15 years (“Minimum Use period”).

The Minimum Use Period or Restrictive Use Period of the property dedicated for long-term use as a Resource Center for people experiencing or at risk of experiencing homelessness, is no less than 15 years from the effective date of this Agreement until December 31 of the final year of the Restrictive Use Period (“Minimum Use period” or “Restrictive Use Period”).

Project requirements:

- a. **Longevity:** SUBRECIPIENT must maintain site control and operate the property as a resource center for at least the Minimum Use Period.
- b. **Location:** site must be located within Clackamas County and have reasonable access to transportation options, meet all permitting and zoning requirements, and obtain approval from relevant local government (s).
- c. **Property Owner Obligations:** SUBRECIPIENT will be responsible for the building shell and major building systems, long-term asset preservation and capital needs planning and oversight, and management of all structures or buildings on the site. A contract may be established for daily management, operations, and basic maintenance of the property.
- d. **Partnership:** full partnership with H3S’s HCDD in the site design process, selecting service providers, and programming. The partnership will be established through this subrecipient contract outlining each party’s roles and responsibilities.
- e. **Community engagement:** a community engagement process is required to provide opportunities for the local community to be seen and heard and ensure resource center programming meets the needs of the community.

The Minimum Use Period of real property will be enforced through deed restriction, or any other such legally binding covenant instrument identified by the County, at its sole discretion, as sufficient to memorialize the restricted use of the property for the provision of resource center services.

SHELTER SERVICES SCOPE

SUBRECIPIENT will provide supportive services to households staying in approximately but not more than 20 hotel/motel-based emergency shelter units. SUBRECIPIENT's shelter model will incorporate provision of safe sheltering, access to resources, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services and transitional and permanent housing. SUBRECIPIENT will participate in or facilitate "warm hand off" of housing navigation and/or rental assistance resources.

This program will work with the Clackamas County Housing Services Team (HST) Navigation (NAV), Outreach and Engagement (O&E), Safety off the Streets (SoS), and Supportive Housing Case Management (SHCM) Program Planners. Engagement, problem solving, connection to community resources, warm hand offs, and re-location assistance and support will be included in this scope of work as needed.

All referrals for this program will come from the resource center, Coordinated Housing Access (CHA), street outreach programs, and through coordination with HST staff and the by-name list (BNL). Shelter beds must be prioritized for the people with the highest safety and health vulnerabilities (and their household members). SUBRECIPIENT will work with the HST to establish and/or approve prioritization policies.

Housing First Response training, a client focused minimal intervention approach, will be meaningfully attempted with each participant; Housing First Response training will be provided by the Housing Services Team (HST). Providing CHA screenings, assisting with by-name list (BNL) efforts, and collecting information for the Built for Zero initiative are required as a shelter provider. Built for Zero (BFZ) is a national initiative led by Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally.

The shelter program will be time-limited, working toward a goal of moving participants to safe, stable housing resources within an average of 45 days from move-in. While 45 days is the goal, there may be extenuating circumstance in which a participant(s) may need to stay longer. Families will not be separated unless they choose to shelter separately. Children residing in shelter will receive assistance attending former or neighborhood school. Emergency shelter programs must provide a place to stay 24 hours/day, 365 days a year. All shelter programs will be connected to or partner with housing navigation and placement services, long-term supportive housing case management, and rental assistance to connect participants with and help maintain permanent housing. HST will facilitate connections, as needed.

SUBRECIPIENT must provide connections to housing navigation and supportive housing case management services, rental assistance resources, complete CHA screening, and all required Homeless Management Information System (HMIS) data entry

Services offered by SUBRECIPIENT must be voluntary for participants and must be based on participants' stated needs and preferences. However, SUBRECIPIENT may set policies and

expectations for participants to follow when accessing a shelter program. Follow available HST guidance and policy for non-engagement or program exit. When exit to a housing resource is not an option, please connect individual to available outreach or other safety off the streets resources if available. Ensuring the safety of individuals staying in the shelter program and those exiting to a non-housing resource is a key responsibility of the SUBRECIPIENT.

On-site amenities must include and easily accessible, but are not limited to:

- Access to telephone, computer, and internet
- Toilets, showers, and hygiene supplies
- Laundry facilities
- Storage for belongings

SUBRECIPIENT will provide all services reasonably necessary to run the Program. These services include, but are not limited to:

- Direct staff support for securing food, transportation, and other basic services for households in approximately but not more than **20** non congregate shelter units.
- Shelter intake/CHA assessment completion.
- Housing First Response/shelter diversion.
- Work with each participant to obtain appropriate documents to access housing, employment, and other needed services, considering the needs of immigrant populations.
- Individualized resource referral and connection, including mental and physical health, as needed.
- Provide at minimum weekly check-ins with households residing in the hotel and motel-based shelter. More frequent, if possible, to ensure safety of participants staying in program.
- Interface with hotel owners during occupancy to resolve any misunderstandings or disagreements between owners and occupants. Contact HST staff for additional facilitation or support.
- In partnership with navigation SUBRECIPIENTs, assist in addressing housing barriers, needs, and preferences of participants. Including completion, submission, and tracking of housing documents or applications.
- Develop a process in coordination with HST, to follow up with households exiting shelter programs to homelessness. Assure adequate connections to services after program exit.
- If participant is unable to shelter semi-independently, support timely transition to higher level of care or long-term residential treatment programs.
- Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions.

In addition to the above, SUBRECIPIENT agrees to accomplish the above work under the following terms:

- Staffing minimums at hotel sites, at least 1 staff available at each site. With information on after hours contact options clearly visible to participants.
- Open shelter beds must be accessible on weekends and holidays.
- Comply with all relevant health, fire and life safety codes from the local fire marshal and the jurisdiction with permitting authority.
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible. See program coordinator for additional policy support.
- Shelters may not categorically exclude persons fleeing domestic violence.
- SUBRECIPIENT will document and certify eligibility of each adult household member as either Population A or Population B.
- May not require shelter guests to be clean and sober or pass urinalysis or breath testing. However, shelters may have rules disallowing alcohol or drug possession or use on shelter premises. Additionally, shelters must incorporate harm reduction into their service delivery.
- Actively participate in trainings, coordination, case conferencing and other meetings as required by HST.
- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines provided by the COUNTY.

Shelter Services Goals and Benchmarks

Outcome	Goal	Data Source
Data completeness	95% of data quality across all HMIS data elements within 10 business days of entry	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, annual review, status changes and entering case managers	HMIS
Housing First Response training	At least 10% of those referred to or seeking shelter are provided with Housing First Response training to find other safe, temporary shelter or long-term options, diverting them from entering the shelter.	HMIS
Effective Services	Average length of program participation below 90 days, with a goal to reduce to 45 days. Average time from entry to connection to housing resource within 30 days.	HMIS HMIS
Ending Homelessness	At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with SUBRECIPIENT	HMIS

System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams app) /Sign in sheets
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Benchmarks and Timeline:

1. Hire 100% of staff within 90 days of Contract execution
2. Complete HMIS training for at least one staff member within 90 days of Contract execution
3. All program staff to complete Housing First Response training within 180 days of Contract execution.
4. Submit SUBRECIPIENT program manual and grievance policy within 180 days of Contract execution. Grievance policy must be provided to all clients at intake and as requested.
5. Staff complete RLRA training and attend an RLRA Orientation within 30 days of being hired
6. Staff will participate in BNL Case Conferencing within 30 days of being hired
7. Staff providing support/case management should attend trainings appropriate to their program type as required by the program model. I.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Response, Mandatory Reporting.

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

1. First time missing a benchmark/not making progress on goals
 - a. Monitoring meeting with HST to identify barriers and possible solutions
2. Second time missing a benchmark/not making progress on goals
 - a. Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
3. Third time missing a benchmark/not making progress on goals
 - a. Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HST will use HMIS and training enrollment data to verify benchmark achievement. SUBRECIPIENT is expected to notify HST through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

HST Benchmark and Timeline responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws
3. Support SUBRECIPIENT in creating policy manual, if needed

4. Provide HMIS access, training, and support
5. Provide connections to CHA and Housing First Response training
6. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
7. Connect all Contracted programs with the overall system of services for people experiencing homelessness
8. Support both formal and informal partnerships between provider organizations, including those newly formed
9. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use treatment
 - j. Peer Support
10. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
11. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
12. Assist with program access prioritization, as needed
13. Incorporate participant voice in programming decisions
14. Maintain effective working relationships with SUBRECIPIENT
15. Attend training and community/systems meetings
16. Provide or assist with creation of necessary participant/program forms
17. Support SUBRECIPIENT in identifying and re-matching households that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across SUBRECIPIENT.
18. Coordinate with SUBRECIPIENT to participate in by-name-list case conferencing meetings
19. Apply the process as outlined in the Benchmark section described above

Reporting Requirements

SUBRECIPIENT Reporting Responsibilities:

1. As a condition of use of HMIS online system, SUBRECIPIENT agrees to all terms and conditions contained in the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511 (Exhibit F), notices on the HMIS site, or other directives by OHCS regarding use of HMIS site. SUBRECIPIENT agrees to not use HMIS for any unlawful purpose.
2. SUBRECIPIENT must enter all appropriate and necessary data into the Homeless Management Information System (HMIS), or any other OHCS-approved system designated by OHCS (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by OHCS Exceptions are only allowed

with prior written approval by OHCS.

3. SUBRECIPIENT hereby grants OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. SUBRECIPIENT also shall use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
4. SUBRECIPIENT understands and agrees that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the SUBRECIPIENT's risk. SUBRECIPIENT hereby accepts the risk of its use of the Sites.
5. Adhere to all data reporting requirements stated in this scope, including HMIS data entry
6. Work with HST to continually improve performance targets
7. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
8. Prepare an annual participant feedback report
9. Submit to monitoring for Contract compliance

HST Reporting Responsibilities:

1. Work with SUBRECIPIENT to sign the HMIS agreement provided by the COUNTY, train SUBRECIPIENT, communicate, and collect HMIS data entry, in compliance with the State of Oregon, Oregon Housing and Community Services Department ("OHCS") Intergovernmental Grant Agreement 8203, Senate Bill 5511, Section 9. Online Systems.
2. Work with SUBRECIPIENT to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
3. Assist with achieving desired program outcomes and improving those outcomes
4. Communicate with SUBRECIPIENT in a timely manner when additional data metrics are determined
5. Work with SUBRECIPIENT to continually improve on performance targets
6. Work with SUBRECIPIENT to identify strengths and weaknesses apparent in programming through data
7. Review and identify strengths and weaknesses from participant feedback report with SUBRECIPIENT
8. Monitor for Contract compliance

SUBRECIPIENT will be required to follow all County policies including, but not limited to, the following:

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Graduation Protocol
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Policy
- Progress Notes Policy

Phase II

In this phase II, SUBRECIPIENT successfully acquired the Property for the Molalla Resource Center and will begin the process of engaging Architectural design services.

Architectural Services will be provided by AntFarm:

AntFarm will hire SOLARC as their Project Architect for the Molalla Project. SOLARC's proposal is attached at the end of the scope. The SOLARC contract is based on the following services and evaluation:

- Interior Renovation of an existing dentist office into a Resource Center.
- Exterior Improvement to the roof eave.

Project Description:

Removal or modification of interior walls and doors, installation of a shower room, water closet remodel, and extending the roof overhang for stormwater management.

Scope of Work:

1. Pre-Design - for as-built site visit(s) to document existing conditions and create working backgrounds.
2. Design Phase - preliminary drawings to outline project scope (i.e., Site Plan, Floor Plan, Roof Plan, Exterior Elevations). Includes developing plans and details for the bidding and construction process.
3. Construction Documents - finalize plans and details, as well as finalize specifications for the project manual.
4. Bidding & Negotiation - Finalize drawings and specifications for construction bidding.
5. Assist with Invitation To Bid (ITB) documentation, substitution request(s) and answer questions.
6. Permitting Services - Work with the City of Molalla to obtain required building permit approval.
7. Construction Administration- Attendance of Pre-Construction/Kick-off Meeting, eight (8) on-site OAC meetings, and Punchlist Walk-through with AntFarm.
8. Respond to Request For Information (RFI's) and review material, product submittals.
9. Anticipated Drawings Index – Cover Sheet, Project Information, Code Summary, Code Plans, Site Plans, Floor Plans, Framing Plans, Reflected Ceiling Plans, Roof Plan, Interior Elevations, Exterior Elevations, Sections, Details, Opening Schedules, Electrical Layout, and Mechanical Layout.

Compensation:

The SOLARC's Contract Fee for the Molalla Project is: \$30,850 dollars.

County's Role in the Project:

Under this Agreement, the responsibilities of the County will be as follows:

1. The County will coordinate with AntFarm, approve changes, modifications, or amendments to the architectural design, as necessary to serve the public interest.
2. The County will provide guidance and information necessary to facilitate Phases II and III of this agreement.

Milestones and Deliverables

Project Phase	Fee	Phase Deadline
Pre-Design	\$2,200	2 Weeks
Planning and Permits	\$2,650	1 Week
Construction documents	\$8,700	3 Weeks
Bidding & Negotiation	\$1,200	TBD
Permitting Services	\$1,000	TBD
Construction Administration	\$14,000	Assumed 4-Months
Subtotal	\$29,750	
Reimbursable Budget ¹	\$1,100	
Grand Total	\$30,850	

Prepared for: AntFarm Youth Services
Attn: Neal Hatley, Director of Workforce Development
39140 Proctor Boulevard
Sandy, OR 97055
Phone: (704)-506-0094
Email: neal@antfarmyouthservices.com

Proposal #: 25-025

SOLARC Architecture is pleased to present our proposal to AntFarm Youth Services. We have outlined our understanding of the project and the scope of work below. In summary, we are proposing:

- Interior Renovation of an existing dentist office into a Resource Center.
- Exterior Improvement to the roof eave.

If you have any questions, please do not hesitate to contact us.

PROJECT DESCRIPTION

Provide architectural services for the renovation of an existing dentist office into a resource center at 106 E 2nd Street, Molalla, Oregon.

As discussed on site, 12 March 2025, the work includes the removal or modification of interior walls & doors, installation of a shower room, water closet remodel, and extending the roof overhang for better stormwater management.

The scope includes interior remodeling to fit program needs, minor repairs to the flooring in the mechanical room, and exterior modifications to the roof eave. As well as HVAC, plumbing, and electrical system upgrades and modifications. The site does not appear to need any improvements and thus are not included in the proposal.

SCOPE OF WORK

Pre-Design

- As-built trip to document existing conditions.
- Create working backgrounds.

Design Phase

- Preliminary drawings to outline project scope. (Site Plan, Floor Plan, Roof Plan, Exterior Elevations)
- Develop plans and details.
- Preliminary Specification Manual.

Construction Documents

- Finalize plans and details.
- Finalize Specification Manual.

Bidding & Negotiation

- Finalize drawings and specifications for construction bidding.
- Assist with ITB documentation, substitution request, and answer questions.

Permitting Services



- Work with the City of Molalla to obtain building permit approval.

Construction Administration

- Attendance for Pre-Con / Kick-off Meeting, 8 on-site OAC meetings, and Punch Walk.
- Respond to RFIs and review submittals.

Anticipated Drawing Index:

- Cover Sheet
- Project Information
- Code Summary
- Code Plans
- Site Plans
- Floor Plans
- Framing Plans
- Reflected Ceiling Plans
- Roof Plan
- Interior Elevations
- Exterior Elevations
- Sections
- Details
- Opening Schedules
- Electrical Layout
- Mechanical Layout

FF& SCHEDULE

We are prepared to provide our services from Scope of Work above for the fee & schedule outlined below:

Project Phase	Fee	Phase Deadline
Pre-Design	\$ 2,200	2 Weeks
Design Phase	\$ 2,650	1 Weeks
Construction Documents	\$ 8,700	3 Weeks
Bidding & Negotiation	\$ 1,200	TBD
Permitting Services	\$ 1,000	TBD
Construction Administration	\$ 14,000	Assumed 4-Months
Subtotal	\$ 29,750	
Reimbursable Budget ¹	\$ 1,100	
Grand Total	\$ 30,850	

Notes: 1. Estimated budget for expenses and materials. See Billing Sheet for more detail.

- This proposal is good for 90 days from the date of this document.
- We are proposing a Fixed Fee amount, unless otherwise noted.
- Invoices will be submitted on or near the 25th of each month. Payments are due within 30 calendar days from invoice date. Payments will be considered delinquent 30 days after invoice date and will be subject to additional compensation in the amount of 1.5% per 30 days and prorated on a daily basis.
- Failure to pay on any undisputed amount, SOLARC has the right to suspend work and shall not be held responsible for any delays as a result.

ASSUMPTIONS

1. This proposal represents your best effort to establish a budget and schedule for architecture and engineering services based on information provided. SOLARC and our sub-consultants rely on the accuracy and completeness of information furnished by the client about the objectives and constraints of the project.
2. SOLARC will provide one large-format print, along with digital copies (PDF), of the drawings, calculations, and other documents at the appropriate stages for review, unless otherwise agreed upon.

EXCEPTIONS

1. Services not outlined in the Scope of Work section are considered to not be included in this proposal.
2. Permit fees are not included, unless otherwise agreed upon in writing.
3. Construction costs, trade permits, and special inspections are not included in this proposal.

ADDITIONAL DOCUMENTS

The following exhibits are included in this offering:

Exhibit A: Billing Sheet

Exhibit B: Terms & Conditions

Exhibit C: Signing Page

BILLING & REIMBURSABLE RATES**EXHIBIT A****HOURLY RATES**

Principal Architect	\$ 195
Project Manager	\$ 155
Project Architect	\$ 155
Specifier	\$ 150
Interior Designer	\$ 130
Production	\$ 90
Administrative	\$ 75
Intern Architect	\$ 70

REIMBURSABLE EXPENSES

Mileage	Current GSA Rate
Parking	Cost + 10%
Travel Expenses	Cost + 10%
Per Diem	\$ 60 / day
Permitting Fees	Cost + 15% (limit of \$5,000)
Delivery Services	Cost + 10%
Postage	Cost + 10%
Prints	
• Large Format	Cost + 10%
• 8 ½ x 11	\$ 0.10 / Sheet
• 11 x 17	\$ 0.20 / Sheet
• 12 x 18	\$ 0.25 / Sheet

SOLARC
ARCHITECTURE INC

Updated January 2025

These Terms and Conditions, along with the Proposal, form the agreement between the parties as if they were part of one and the same document. The Proposal may limit or negate the applicability of these Terms and Conditions, such limitation will take precedence over the provisions of this Exhibit.

1. GENERAL

- 1.1 All statements and terms agreed upon in this document will be considered binding within the State of Oregon.
- 1.2 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law will be deemed omitted and the remainder of this Agreement will remain in full force and effect.
- 1.3 Limitations on liability, waivers, and indemnities in this Agreement are business understandings between the parties and will apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers, and indemnities will not apply to any losses or damages that may be found by trier of fact to have been caused by SOLARC's sole or gross negligence.
- 1.4 The Client and SOLARC, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Client will not assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of SOLARC.
- 1.5 A copy of this agreement, signed by both parties, shall be provided to both parties.

2. SOLARC OBLIGATIONS

- 2.1 SOLARC shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed and shall also exercise such in the review and observation of the Project construction as may be necessary to ensure that the work is being executed in accordance with the Project drawings and specifications.
- 2.2 SOLARC will provide proof of professional liability and general liability insurance upon request.

- 2.3 SOLARC is not responsible for drawings that are indicated as "Conceptual", "For Bidding Purposes Only", "Preliminary" or "Not for Construction"; or does not contain a professional stamp.
- 2.4 SOLARC will provide services within a time frame as agreed upon by mutual agreement. SOLARC reserves the right to take up to 2 business days from time of written notice to accept or decline the scope and begin work. SOLARC will make reasonable efforts to accommodate last-minute changes to scope, however these are subject to the terms above.

3. CLIENT OBLIGATIONS

- 3.1 Provide full information about the objectives, schedule, and constraints of the project. SOLARC may rely on the accuracy and completeness of information furnished.
- 3.2 Establish a budget with reasonable contingencies that meet project requirements.
- 3.3 Furnish all existing information about the site and the proposed location of the project, including (but not limited to) geotechnical information, electrical, mechanical, plumbing, civil, or any other existing site condition that will have an impact on project delivery and design.
- 3.4 Costs associated with any structural modifications/redesign and or repairs required outside of the originally agreed upon scope and/or schedule because of unforeseen conditions uncovered during demolition/ construction, shall be the responsibility of Client. SOLARC may require additional compensation to provide services for the increased scope and/or schedule changes and will provide Client with written notification of the additional scope description and associated design costs prior to proceeding with said changes.

4. LIABILITY

- 4.1 The parties agree to limit SOLARC's liability as set out in the Proposal. For the avoidance of doubt, the parties intend for limitation to apply to any and all liability or cause of action however alleged or arising under this Agreement, unless otherwise prohibited by law. This limitation of liability will apply to SOLARC and its officers, members, directors, partners, employees, and subconsultants.
- 4.2 Subject to the provisions of paragraph 4.1, SOLARC will indemnify and hold harmless the Client from and against damages, losses, and judgment arising from claims by third parties, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent they are directly caused by the negligent acts or omissions of SOLARC, its employees or its subconsultants in the performance of professional services under this Agreement. SOLARC's obligation to indemnify and hold harmless the Client does not include a duty to defend.
- 4.3 The Client will indemnify and hold harmless SOLARC (and its officers, members, directors, partners, employees, and subconsultants) from and against claims, damages, losses, and expenses (including attorney fees) arising out of or resulting from the Project, excepting only any such damages, losses, and expenses that are determined to have been solely caused by SOLARC's negligent acts or willful misconduct in connection with the Project, or by anyone for whom SOLARC is legally liable.
- 4.4 If either party is found liable to the other party (whether in contract, tort, or otherwise), and the claiming party has contributed to the loss or damage, the liable party shall only be liable to the proportional extent of its own contribution.
- 4.5 The parties agree that SOLARC's services in connection with the Project will not subject SOLARC's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary in this Agreement, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit will be directed and/or asserted only against SOLARC, an Oregon registered corporation, and

not against any of SOLARC's individual officers, employees, or directors.

- 4.6 The Client agrees that SOLARC is not responsible for damages arising directly or indirectly from any delays for cause beyond SOLARC's control. For the purpose of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client, an Other Consultant, and/or a Contractor; the occurrence of any epidemic and/or pandemic; or discovery of any hazardous substances, Hidden Conditions, or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by SOLARC to perform its services in an orderly and efficient manner, SOLARC will be entitled to an equitable adjustment in schedule and/or fair compensation.
- 4.7 Notwithstanding any other provisions of this Agreement, but subject to clauses under Section 7, to the fullest extent permitted by law neither the Client nor SOLARC, their representative officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, lost of profits, lost opportunities, lost reputation, or any other consequential damages of any description that either party that either party may have incurred, whether arising directly or indirectly, from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and SOLARC will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts with others involved in this Project, including contracts with Other Consultants and Contractors.
- 4.8 In no event will a claim or dispute be made or sustained if it would be barred by the applicable statute of limitation or repose. All legal causes of action between the parties to this Agreement will accrue and any applicable statute of limitation or repose will begin to run not later than the date of

SOLARC's substantial completion of services under this Agreement. If the act or failure to act complained of occurs after the date of SOLARC's substantial completion, then the date of final completion will be used, but in no event will any statute of limitation or repose begin to run any later than the date SOLARC's services are completed or terminated.

5. DOCUMENTS & PHOTOGRAPHY

5.1 All documents including drawings, specifications, studies, computer files, digital files, design calculations, and survey notes prepared by SOLARC are Instruments of Services and belong to and remain the property of SOLARC, regardless of whether the documents were copyrighted or whether they were created before the execution of this Agreement. SOLARC retains all copyright interests and rights in the Instruments of Service.

5.2 Client may, at its expense, obtain reproducible copies of the Instruments of Service, but in consideration of which there will be mutual agreement that the Client will use these documents solely in connection with the Project. Any reuse of the Instruments of Service for, among other things, development of another project, or completion of this Project by others, revisions, alternations, deletions from, additions to, or other modifications of the drawings, specifications, will constitute an 'unauthorized reuse' and be a breach of this Agreement by the Client unless performed by or at the written consent of SOLARC. The Client will indemnify and hold harmless SOLARC (and its officers, members, directors, partners, employees, and subconsultants) from and against claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from any such unauthorized reuse.

5.3 SOLARC retains the right to use all photography, images, or documentation created during this project for marketing materials and promotional items.

6. CHANGE IN SERVICES

6.1 Change in Services by SOLARC other than a change required to bring this part of the project within the project budget for the cost of the work, including services required of SOLARC sub-

consultants, may be accomplished after execution of this agreement, without invalidating the agreement, if mutually agreed in writing, if required by circumstances beyond SOLARC's control, or if SOLARC's services are affected as described in subparagraph (b) in the absence of mutual agreement in writing, SOLARC shall notify the Client prior to providing such services.

6.2 If the Client deems that all or a part of such change in services is not required, the Client shall give prompt written notice to SOLARC, and SOLARC shall have no obligation to provide those services. Except for a change due to the fault of SOLARC, a change in services of SOLARC shall entitle SOLARC to an adjustment in compensation.

6.3 If any of the following circumstances affect SOLARC's services for the project, SOLARC shall be entitled to an appropriate adjustment in schedule and compensation:

6.3.1 Change in the instructions or approvals given by the Client that necessitate revisions in Instruments of Service;

6.3.2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments of service;

6.3.3 Decisions of the Client not rendered in a timely manner;

6.3.4 Significant changes in the Project Scope including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method;

6.3.5 Evaluation of the Client's or Contractor's proposals, including the preparation or revision of Instruments of Service, and provision of other services in connection with Change Orders and Construction Change Directives;

6.3.6 Providing consultation concerning replacement of Work resulting from fire or other causes during construction;

6.3.7 Failure of performance on the part of the Client, the Client's contractor or contractors;

6.3.8 Evaluation of an extensive number of claims submitted by the Client's or

Contractor or others in connection with the Work;

- 6.3.9 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where SOLARC is party thereto;
- 6.3.10 Evaluation of substitutions proposed by the Client or the Contractor after the award of the Contract for Construction;
- 6.3.11 Preparation of design and documentation for alternate bids or proposal requests proposed by the Client;
- 6.3.12 Change in the preliminary project information contained in the Agreement between the Client and SOLARC; or;
- 6.3.13 Contract administration services provided 60 days after the date of substantial completion of the Work.

7. TERMINATION

- 7.1 The Client has the right to cancel services at any time for cause or for convenience and will be responsible only for payment for services performed and all reimbursable expenses up to the date of cancellation per the hourly rate established by this agreement. Any cancellation of services shall be done in writing.
- 7.2 If the Client suspends the Project, SOLARC will be compensated for services performed prior to notice of suspension. When the Project resumes, SOLARC will be compensated for expenses incurred in the interruption and resumption of SOLARC's services. SOLARC's fees for the remaining services and the time schedules will be equitably adjusted.

8. DISPUTE RESOLUTION

- 8.1 If any dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.
- 8.2 It is further agreed that any dispute that is not settled pursuant to such meditation will be adjudicated by a court appointed referee in accordance with the State of Oregon judicial procedures. The parties hereby mutually agree to waive any right to a trial by jury regarding any dispute arising out of this Agreement.
- 8.3 If any dispute, difference or question shall at any time arise between the parties as to the interpretation of this agreement or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, or as to the execution of the said works, the same shall be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden of reference, appoint an umpire whose decision in the matter shall be binding on both the parties. SOLARC's liability for errors or omissions shall be limited to the lower of three (3) times our agreed to design fees or \$ 50,000; whichever is greater.

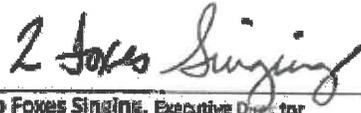
This signing page is associated with Proposal #: 25-025

The parties agree that the person signing this agreement has the legal authority to enter into a binding agreement for the life of the agreement.

By signing below, both parties agree to enter into a binding agreement stipulated by the Proposal for Professional Services, Billing Rates, and the Terms and Conditions.



Nathan D Carter, President
SOLARC Architecture, Inc.
Date of Signature:



Two Foxes Singing, Executive Director
AntFarm Youth Services
Date of Signature:

Phase III

In this phase III, SUBRECIPIENT successfully acquired the Property for the Molalla Resource Center, engaged Architectural design services, and will now procure and complete the Construction phase of this project.

Phase III will consist of the bidding process, contracting for construction and the actual construction for the site and will include, at a minimum, AntFarm's following responsibilities:

- 1. AntFarm will publicly bid the Molalla Project in accordance with State of Oregon and County procurement requirements, as applicable, for the planned construction.*
- 2. AntFarm will administer the construction contract.*
- 3. AntFarm will provide a construction project coordinator. The responsibilities of the Project Coordinator shall include:*
 - a. Prepare a Bid Packet to be advertised via public publication;*
 - b. Conduct an online Bid Opening on the date determined by all Parties;*
 - c. Issue Notice of Award to a General Contractor via the lowest responsible and responsive bidder process;*
 - d. Issue a Notice to Proceed after the Construction Contract is approved by the County;*
 - e. Conduct a Pre-Construction Conference with the General Contractor and the County, and AntFarm's hired Architect;*
 - f. Coordinate with the Architect, the County and General Contractor throughout General Contractor's performance of the Project;*
 - g. Administrate the Bureau Of Labor and Industries (BOLI) state prevailing wage requirements;*
 - h. Closeout Paperwork as applicable for any grant funding, reporting and requirements;*
 - i. With the Approval of the Architect and both Parties;*
 - (1) Make payment(s) to the General Contractor,*
 - (2) Obtain Lien Releases from General Contractor and Subcontractors,*
 - (3) Release retainage funds to the Contractor as appropriate; and*
 - (4) Notify County of AntFarm's responsibilities for all warranty related issues after the Release of Retainage.*

County's Role in the Project:

Under this Agreement, the responsibilities of the County will be as follows:

- 1. The County will coordinate with AntFarm, approve changes, modifications, or amendments to the construction design, as necessary to serve the public interest.*
- 2. The County will provide guidance and information necessary to facilitate Phase III of this agreement.*

Milestones and Deliverables:

1. For the Bidding Process:

PROJECT: AntFarm Molalla Center Rehabilitation Project

BID RELEASE DATE: October 24, 2025, post in local publications

BID CLOSING DATE: December 5, 2025, Thursday, 5:00 PM, Pacific Time

BID INTENT TO AWARD DATE: December 10, 2025, Monday, 5:00 PM, Pacific Time

NOTICE TO PROCEED FOR THE CONSTRUCTION CONTRACT (tentative): January 20-25, 2026

2. For the Construction Process:

The Contractor agrees to complete the Work in accordance with the following key dates:

COMMENCEMENT DATE: (tentative): Upon Issuance of Notice to Proceed

CONSTRUCTION PERIOD: 5 months (21 Weeks)

SUBSTANTIAL COMPLETION DATE: (tentative) June 15, 2026

FINAL COMPLETION DATE: (tentative) June 26, 2026

CONTRACT CLOSE OUT DATE: (tentative) July 30, 2026

RETAINAGE PAID: August 15, 2026

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

REPLACE:

Exhibit B: SUBRECIPIENT Program Budget

WITH:

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: AntFarm Molalla Resource Center	H3S #11636
SUBRECIPIENT: AntFarm	
<p>PHASE I: Total Agreement Value for Phase I is \$735,800.00. \$685,800.00 capital funds for the acquisition of the Project Site; and \$50,000.00 for provision of shelter services through June 30, 2025.</p> <p>PHASE II: Total Agreement Value for Phase II is \$30,850.00, increasing the Total Agreement Value to \$766,650.00. \$30,850.00 for Architectural services.</p> <p><i>PHASE III: Total value for Phase III is \$653,874.80, increasing the Total Agreement value to \$1,420,524.80.</i></p> <p><i>\$640,562.80 for bidding and Construction services.</i> <i>\$13,312.00 for AntFarm's Project Management services.</i></p>	

REPLACE:

Exhibit C: Required Financial Reporting and Payment Request

WITH:

**EXHIBIT C:
Required Financial Reporting and Payment Request**

Phase I funds for the acquisition of the Project Site will be wired by COUNTY directly to escrow to facilitate closing on the Property. SUBRECIPIENT must provide COUNTY with closing instructions and/or any other information needed to make payment(s) necessary to close no less than 72 hours before payment deadline. SUBRECIPIENT is responsible for all costs necessary to acquire the Property in excess of \$685,800.00.

The total amount for Phase I is \$735,800.00 (\$685,800.00 for the acquisition of the property and \$50,000.00 for the provision of emergency shelter services). The emergency shelter services amount of \$50,000.00 will be provided to SUBRECIPIENT as a one-time advancement.

Invoices shall reference the above Agreement number and be submitted to: HCDD-AP@Clackamas.us

The parties may agree in Phase II and Phase III amendments to this Agreement, or in a new contract, to permit reimbursement of such costs, if any.

Required Financial Reporting and Payment Requests for subsequent phase(s) of funding will be incorporated, as needed, through amendment to this grant agreement, or in a new contract.

Phase II of this Agreement will start at execution of this Amendment #1 and will add \$30,850.00 for Architectural services, increasing the Total Agreement Value to \$766,650.00. Compensation will be on reimbursement basis.

Phase III of this Agreement will start at execution of this Amendment #2 and will add \$653,874.80 for bidding and Construction services, including AntFarm project management, increasing the Total Agreement Value to \$1,420,524.80. Compensation will be on reimbursement basis.

REPLACE:

Exhibit F: Funder-Specific Program Requirements

WITH:

EXHIBIT F
Funder-Specific Program Requirements

State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511, attached hereto and incorporated herein, requires that SUBRECIPIENT utilization of the acquired property be for the purposes listed below.

SUBRECIPIENT shall use Grant funds for shelter services and infrastructure, hygiene services and homeless outreach. Allowable uses of the funds are:

Consistent with the Plan as well as any applicable Notice of Allocation (“NOA”), Grant Funds may be utilized for the following purposes:

1. Acquisition, construction, conversion, or rehabilitation of shelters that sustain the shelter beds created through HB 5019 funds, in accordance with the terms of this Agreement, including but not limited to Sections 2(F) and 2(G) of this Exhibit A.
 - a. **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - b. **Conversion** means changing the function of a piece of property from one use to another.
 - c. **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
2. Shelter operations, services and supports for shelter beds that sustain capacity as determined in accordance with the terms of this Agreement.
3. Street outreach services, including housing navigation and placement services.

For Phase III of this project:

State of Oregon, Department of Administrative Services (“DAS”), Intergovernmental Agreement 107-2022-5202-15, attached hereto and incorporated herein as Exhibit I, requires that SUBRECIPIENT utilization of the acquired property be for the purposes listed below.

SUBRECIPIENT shall use Grant funds for shelter services and infrastructure, hygiene services and homeless outreach. Allowable uses of the funds are:

- a. *Support for temporary emergency shelters, sanctioned camping, safe parking sites, and navigation centers that are low barrier, that have a maximum capacity of 150 people, that are connected to services, and that are voluntary for all individuals who utilize them.*

Funding can be used for acquisition, renovation, and operational costs for facilities that meet these criteria, as well as support for residents.

- b. Hygiene services including portable toilets, shower trucks, laundry services, storage, washing stations, hygiene supplies and related services to people experiencing homelessness.*
- c. Outreach services to connect people to shelter, housing, and services.*

ADD TO THE AGREEMENT:

Exhibit I – Grant Agreement 107-2022-5202-15 (HB 5202)

EXHIBIT I
Grant Agreement 107-2022-5202-15 (HB 5202)

20220804 I.D.1

GRANT AGREEMENT

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-15

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services ("DAS" or "State"), and Clackamas County ("Recipient"). This Contract becomes effective only when fully signed and approved as required by applicable law (the "Effective Date") and, unless earlier terminated, expires on June 30, 2023 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term." Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.

The Contract includes attached Exhibit A - Project Description, which is incorporated by this reference.

Pursuant to the Oregon Laws 2022, chapter 110, section 379(6) (the "Authorization"), the Oregon Legislature appropriated \$2,000,000 from the General Fund for shelter services and infrastructure, hygiene services and homeless outreach, as more particularly described in Exhibit A (the "Project").

SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the "Grant") in the amount of \$2,000,000.

Conditions Precedent. DAS's obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

SECTION 2 – DISBURSEMENT

A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 3 - USE OF GRANT

A. Use of Grant Moneys. Recipient shall use the Grant to implement the Project, as more particularly described in Exhibit A.

B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

A. Organization and Authority.

- (1) Recipient is a county validly organized and existing under the laws of the State of Oregon.

Page 1 of 9

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
 - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
 - (1) Brief description of the Project and use of Grant funds to date;
 - (2) Timeline for major Project deliverables;
 - (3) Grant funds spent to date; and
 - (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one

hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating DAS's commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

If to Recipient: Clackamas County
ATTN: Sarah Eckman
150 Beavercreek Road
Oregon City, OR 97045
sarahste@clackamas.us

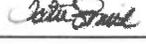
- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law, Designation of Forum: Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Administrative Services

RECIPIENT
Clackamas County

By: 

By: 

Date: 8/9/22

Date: 08/04/2022

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

David Berryman, Assistant Attorney General, via email dated 6/14/2022

EXHIBIT A
PROJECT DESCRIPTION

Pursuant to the Authorization, Recipient shall use Grant funds for shelter services and infrastructure, hygiene services and homeless outreach. Allowable uses of the funds are:

- A. Support for temporary emergency shelters, sanctioned camping, safe parking sites, and navigation centers that are low barrier, that have a maximum capacity of 150 people, that are connected to services, and that are voluntary for all individuals who utilize them. Funding can be used for acquisition, renovation, and operational costs for facilities that meet these criteria, as well as support for residents.
- B. Hygiene services including portable toilets, shower trucks, laundry services, storage, washing stations, hygiene supplies and related services to people experiencing homelessness.
- C. Outreach services to connect people to shelter, housing, and services.

Grant funds may not be used by Recipient to backfill existing revenue streams or funds.