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Clackamas County
www.clackamas.us

August 6, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment with AntFarm for Molalla Resource Center building improvements. Amendment Value is \$120,000. Total Agreement Value is \$1,540,524.80 for 30 months. Funding is through Oregon House Bill 5202 funds. No County General Funds are involved.

Previous Board Action/Review:

- Original Agreement March 24, 2025, BCC-Agenda Item 20250320 III.D.8;
- Amendment #01 July 24, 2025, BCC-Agenda Item 20250724 II.E.6;
- Amendment #02 March 5, 2026, BCC-Agenda Item 202605 IV.D.4;
- Amendment #03 July 1, 2026, County Administrator

Performance Clackamas: Safe, healthy, and secure communities.

Counsel Review: Yes: Andrew Naylor

Procurement Review: N/A

Contact Person: Vahid Brown

Contact Phone: (971) 334-9870

EXECUTIVE SUMMARY: The Housing & Community Division of the Health, Housing & Human Services Department requests approval of an Amendment to a Subrecipient Agreement with AntFarm for the Construction phase of the Molalla Resource Center.

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.

The original agreement with AntFarm provided funds for phase I of the project, to acquire the property for the Resource Center and 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 (phase II). Amendment 2 provided funds to implement the design improvements through a construction contract with A.C. Schommer & Sons, Inc. (Phase III). Amendment 3 extended the Agreement to the end of FY 26-27 to allow for the finishing of the construction phase.

This current Amendment 4 continues phase III and provides funding for the design and construction of a Right-of-Way to satisfy the new requirements of the City of Molalla.

Funding is through the State of Oregon House Bill 5202, Department of Administrative Services Intergovernmental Grant Agreement #107-2022-5202-15. No County General funds are involved.

The Health, Housing & Human Services Department requests approval of Amendment 4 to the Subrecipient Agreement with AntFarm for the building improvements at the Molalla Resource Center property.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

RECOMMENDATION: Staff respectfully recommend that the Board of County Commissioners approve Amendment 4 (11636) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health Housing and Human Services

Subrecipient Amendment
Health, Housing and Human Services Department

H3S Subrecipient Agreement Number: 11636

Board Order Number:

Department/Division: H3S/HCDD

Amendment No. 4

Subrecipient: AntFarm

Amendment Requested By: Vahid Brown

Changes: ☐ Agreement Time

☒ Agreement Budget

☒ Scope of Service

☐ Others

Justification for Amendment:

This Amendment #4 is entered into between **Antfarm** ("SUBRECIPIENT") and **Clackamas County** ("COUNTY") and shall become part of the subrecipient agreement documents (the "Agreement") entered into between both parties on March 26, 2025 ("Agreement").

The purpose of this Amendment #4 is to add funds to the Agreement to support additional architectural and construction services needed to complete a right of way (the "Right-of-Way") for the Molalla Resource Center.

The City of Molalla issued a building permit to SUBRECIPIENT for right-of-way improvements. The building permit stated that the Right-of-Way would need to conform with the new sidewalk width requirements. This new condition is required for the issuance of the final building occupancy for the AntFarm Molalla Resource Center Project.

SUBRECIPIENT anticipates the cost for the additional conditions for the Right-of-Way will total \$120,000.00.

Amendment #4 is effective upon execution by both parties. 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 "***bold/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. 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.

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 ***\$765,124.80*** for Phase III, ***to include construction services for the Right-of-Way***, 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, ***including services for the Right-of-Way***. 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 **\$39,600.00**. The total Agreement compensation for the contract up to phase II will not exceed **\$775,400.00**.

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 **\$773,874.80**.

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

Funds added for architectural and design services and construction of the Right-of-Way is: \$120,000.00

For a reimbursement billable total from the County to AntFarm of: **\$773,874.80**

The total Agreement compensation including contingency funds *and additional architectural and design services and construction of the Right-of-Way funds*, will not exceed **\$1,540,524.80**

AMEND THE FOLLOWING PORTION OF EXHIBIT A:

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	

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.

TO READ:

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.

10. Extension of Construction Administration Services for the Right-of Way construction.

Compensation:

The SOLARC's Contract Fee for the Molalla Project is: **\$39,600.00** 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	\$22,750.00	Assumed 4-Months
Subtotal	\$38,500.00	
Reimbursable Budget ¹	\$1,100	
Grand Total	\$39,600.00	

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, ***to include the construction of the Right-of-Way in conformity with the requirements by the City of Molalla***, and will include, at a minimum, AntFarm's following

responsibilities:

4. AntFarm will publicly bid the Molalla Project in accordance with State of Oregon and County procurement requirements, as applicable, for the planned construction.
5. AntFarm will administer the construction contract.
6. AntFarm will provide a construction project coordinator. The responsibilities of the Project Coordinator shall include:
 - j. Prepare a Bid Packet to be advertised via public publication;
 - k. Conduct an online Bid Opening on the date determined by all Parties;
 - l. Issue Notice of Award to a General Contractor via the lowest responsible and responsive bidder process;
 - m. Issue a Notice to Proceed after the Construction Contract is approved by the County;
 - n. Conduct a Pre-Construction Conference with the General Contractor and the County, and AntFarm's hired Architect;
 - o. Coordinate with the Architect, the County and General Contractor throughout General Contractor's performance of the Project;
 - p. Administrate the Bureau Of Labor and Industries (BOLI) state prevailing wage requirements;
 - q. Closeout Paperwork as applicable for any grant funding, reporting and requirements;
 - r. With the Approval of the Architect and both Parties;
 - (5) Make payment(s) to the General Contractor,
 - (6) Obtain Lien Releases from General Contractor and Subcontractors,
 - (7) Release retainage funds to the Contractor as appropriate; and
 - (8) 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:

3. The County will coordinate with AntFarm, approve changes, modifications, or amendments to the construction design, as necessary to serve the public interest.
4. 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) **September 30, 2026**
CONTRACT CLOSE OUT DATE: (tentative) **September 30, 2026**
RETAINAGE PAID: **October 15, 2026**

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

REPLACE EXHIBIT B: SUBRECIPIENT PROGRAM BUDGET, WITH THE FOLLOWING:

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: AntFarm Molalla Resource Center	H3S #11636
SUBRECIPIENT: AntFarm	
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.	
PHASE II: Total Agreement Value for Phase II is \$39,600.00 , increasing the Total Agreement Value to \$775,400.00 . \$39,600.00 for Architectural services, <i>to include the Right-of-Way</i> .	
PHASE III: Total value for Phase III is \$765,124.80 , increasing the Total Agreement value to \$1,540,524.80 . <i>Phase III expenses are for bidding and construction services and AntFarm's Project Management services, to include the Right-of-Way.</i>	

REPLACE EXHIBIT C: REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST WITH THE FOLLOWING:

**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 **\$39,600.00** for Architectural services, increasing the Total Agreement Value to **\$775,400.00**. Compensation will be on reimbursement basis.

Phase III of this Agreement will start at execution of ~~this~~ Amendment #2 and will add **\$765,124.80** for bidding and Construction services, including AntFarm project management **and the construction of the Right-of-Way**, increasing the Total Agreement Value to **\$1,540,524.80**. Compensation will be on reimbursement basis.

[SIGNATURE PAGE TO FOLLOW]

By signing below, the parties agree to the terms and conditions of this Amendment #4.

AntFarm

Clackamas County

Kim Wheeler 7-15-26.

Authorized Signature

Date

Signature

Date

Kim Wheeler

Printed Name

Name: _____

Title: _____

Approved for Legal Sufficiency:

by

07/15/2026

County Counsel

Date