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Clackamas County
www.clackamas.us

July 9th, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with the Oregon Health Authority for the development of community-based housing, including at the Recovery Campus. Grant Value is \$10,000,000 for 1 year and 9 months. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review: N/A

Performance Clackamas: Safe, Secure and Livable Communities

Counsel Review: Yes, Amanda Keller

Contact Person: Mary Rumbaugh

Procurement Review: N/A

Contact Phone: 503-406-7005

EXECUTIVE SUMMARY: Health, Housing and Human Services requests approval of a grant agreement with the Oregon Health Authority for the development of community-based transitional housing and associated treatment services, including withdrawal management and substance use residential treatment at the Clackamas County Recovery Campus.

In 2023, the Board of County Commissioners adopted a Recovery Orientated System of Care framework and identified a Recovery Campus as a critical element in the continuum of care to address individuals struggling with substance use needs.

The value of the agreement totals \$10,000,000.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve this Grant Agreement and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh,
Director of Health, Housing & Human Services

For Filing Use Only

After Recording Return to:

Oregon Health Authority
Behavioral Health Division
Attn: Behavioral Health Investments Program
500 Summer St. SE, E-86
Salem, Oregon 97301

SPACE ABOVE FOR RECORDER'S USE

**STATE OF OREGON
OREGON HEALTH AUTHORITY**

**BEHAVIORAL HEALTH DIVISION
BEHAVIORAL HEALTH INVESTMENTS PROGRAM
GRANT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

This Grant Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is made and entered into this ____ day of _____ 2026 (the “**Effective Date**”) by and between **Clackamas County**, an Oregon political subdivision (“**Grantee**”) and the State of Oregon, acting by and through its Oregon Health Authority (“**OHA**”). OHA and Grantee may be referred to jointly herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. The Oregon State Legislature appropriated \$20 million in funds for House Bill 2316 (2021) (the “**Program**”) to OHA for the purpose of providing grants for the development of community-based housing, including licensed residential treatment facilities, for individuals with mental illness and individuals with substance use disorders to help keep individuals with mental illness and individuals with substance use disorders safe and healthy in their communities

B. OHA awarded Grantee an amount not to exceed **TEN MILLION DOLLARS (\$10,000,000)** in Program funds (the “**Grant**”) for the purpose of constructing a 16 bed Withdrawal Management Facility (as hereinafter defined), a 24 bed Substance Use Disorder Residential Treatment Facility (as hereinafter defined), and 36 beds of Transitional Housing (as hereinafter defined) (collectively, the “**Improvements**”) situated on certain real property located in Clackamas, Clackamas County (the “**County**”), Oregon and further described in Exhibit A, attached hereto (the “**Property**”). The Property and the Improvements are collectively referred to herein as the “**Project**”.

C. The Parties desire that this Agreement be recorded in the County records at Grantee’s cost and that certain terms herein constitute restrictive covenants and equitable servitudes

running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties agree as follows:

1. DEFINITIONS; INCORPORATION.

1.1. Definitions. With the exception of the definitions immediately listed below, capitalized terms used herein without definition have the meaning ascribed to such term in the Program Requirements (as hereinafter defined) unless the context clearly requires otherwise:

“**Bonds**” means the State of Oregon Lottery Revenue Bonds 2023 Series B Bonds (Federally Taxable) issued pursuant to the Act, and any bonds or other obligations subsequently issued by the State of Oregon to refinance such bonds.

“**Code**” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“**Date of Issuance**” means the date the State Treasurer, at the request of the Oregon Department of Administrative Services, issued the Bonds. For the purposes of this Agreement, this date was May 9, 2023

“**Private Person**” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“**Private Use**” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of the Grantee solely in their capacity as employees ordinarily will not be considered Private Use.

“**Project Costs**” means expenditures incurred by the Grantee that are (a) reasonable, necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under law and this Agreement.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“Residential Treatment Facility” means a facility that provides, for six or more individuals with mental, emotional or behavioral disturbances or alcohol or drug dependence, residential care and treatment in one or more buildings on contiguous properties.

“Residential Substance Use Disorders Treatment Program” means a publicly or privately operated program as defined in ORS 430.010 (Definitions) that provides assessment, treatment, rehabilitation, and twenty-four hour observation and monitoring for individuals with substance use dependence, consistent with Level III of ASAM PCC.

“Serious and Persistent Mental Illness” or **“SPMI”** as defined in OAR 309-036-0105(13), means the current Diagnostic and Statistical Manual of Mental Disorders diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:

- (i) Schizophrenia and other psychotic disorders;
- (ii) Major depressive disorder;
- (iii) Bipolar disorder;
- (iv) Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
- (v) Schizotypal personality disorder; or
- (vi) Borderline personality disorder.

“Substance Use Disorder” or **“SUD”** as defined in OAR 309-018-0105(146) and as defined in DSM-5-TR, means disorders related to the taking of a drug of abuse including alcohol, the side effects of a medication, or a toxin exposure. The disorders include substance use disorders and substance-induced disorders, which include substance intoxication and withdrawal, and substance-related disorders such as delirium, neuro-cognitive disorders, and substance-induced psychotic disorder.

“Transitional Housing” means transitional housing provides temporary accommodation as individuals move towards more permanent housing solutions.

“Withdrawal Management Facility” means services performed in a publicly or privately operated facility approved by OHA that provides withdrawal management services and emergency care to individuals experiencing withdrawal symptoms due to the cessation or reduction of substance use.

1.2. Incorporation. The foregoing recitals and any exhibit(s) are incorporated into this Agreement by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Agreement.

2. GRANT.

2.1. Authority; Amount. Subject to the availability of Program funds, OHA having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHA will provide the Grant to Grantee.

2.2. Grant Disbursement. Subject to the provisions of this Section 2, OHA will disburse the Grant to Grantee at its sole discretion and after execution and recording of this Agreement and delivery to OHA of information satisfactory to it that the construction or rehabilitation of the Project will commence within a reasonable time. Disbursements may begin only after the satisfaction of the conditions precedent set forth below. Disbursement requests may be submitted to OHA no more often than quarterly as an advanced payment for projected development costs for the upcoming quarter or monthly as an expense reimbursement on a costs-incurred basis, all in a form satisfactory to OHA along with supporting documentation. Any disbursement for projected quarterly development costs that is disbursed to Grantee as an advanced request must be substantiated with the final invoices, receipts, and other supporting documentation satisfactory to OHA prior to the issuance of another quarterly advance. For OHA's administrative purposes, the last date that Grant funds may be disbursed under this Agreement is May 9, 2028, which is 36 months after the Date of Issuance (the "**Disbursement Termination Date**").

2.3. Subaward of Grant. OHA acknowledges and agrees that Grantee plans to subaward the funds to Fora Health, Inc., an Oregon nonprofit public benefit corporation ("**Subawardee**"). Notwithstanding OHA's consent to the subaward by Grantee to Subawardee, Grantee remains responsible for the use of the Grant in accordance with this Agreement.

2.4. Electronic Funds Transfer. OHA no longer issues paper checks. To receive Grant funds, Grantee must enroll in Electronic Funds Transfer (EFT) by submitting a Direct Deposit Authorization form provided by OHA. OHA is not required to make any disbursement under this Agreement until it has received the required information from Grantee.

2.5. Conditions Precedent to Disbursements. As to any requested disbursement, OHA has no obligation to disburse Grant funds unless all following conditions are met:

2.5.1. Grantee has delivered documentation satisfactory to OHA that, in addition to the

Grant funds, Grantee has available or has obtained binding commitments for substantially all funds necessary to complete the Project. Such binding commitments may include, but are not limited to, letters from private financial institutions confirming willingness to lend necessary funds to Grantee to complete the Project; and

2.5.2. Grantee has delivered documentation satisfactory to OHA that Grantee or Subawardee has obtained all necessary land use permits and approvals for the Project, and is permitted to develop and complete the Project;

2.6. Costs Paid for by Others. Grantee may not use any of the Grant to pay internal costs charged to the Project by Grantee or by Related Parties or to repay the interest owed for any interim financing for the Project. Grantee may not use any of the Grant to repay the principal owed on interim financing for the Project without the prior written consent of the Department of Administrative Services.

2.7. Deadline to Request Grant Proceeds. Grantee shall complete the Project by the Completion Date and request any disbursement of Grant fund no later than the Disbursement Termination Date.

2.8. Appropriateness of Charges. Grant funds may only be used for reimbursement of eligible costs for the Project and in accordance with Grantee's Project Budget approved by OHA, set forth in Exhibit B (the "**Project Budget**") attached hereto as it may be revised by from time to time by Grantee and approved in writing by OHA. OHA may review all receipts and other evidence, as well as require and obtain such other information as it determines appropriate concerning the eligibility, appropriateness, and amount of activities and Project costs prior to and after disbursing Grant funds to Grantee under this Agreement. OHA's determination as to the eligibility, appropriateness and amount of such rehabilitation or construction activities and related costs will be at OHA's sole discretion.

2.9. Recovery of Unexpended Grant Funds. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement ("**Unexpended Funds**") must be returned to OHA. Grantee shall return all Unexpended Funds to OHA within 14 calendar days after the earlier of termination or expiration of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

Grantee represents and warrants that:

3.1. Validity. Grantee is a political subdivision duly organized, validly existing under the laws of Oregon, is authorized to do business in Oregon, and has the power and authority to transact the business in which it is engaged and to enter into and perform this Agreement.

3.2. Authority; No Impairment. The making and performance of this Agreement by Grantee

has been duly authorized by all necessary action of Grantee; do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's organizing documents or authorizing statutes; and do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties is bound or affected and does not and will not result in the creation or imposition of any prohibited encumbrance of any nature.

3.3. Enforceability. This Agreement, when executed and delivered, is a valid and binding obligation of Grantee enforceable in accordance with its terms.

3.4. Independent Party. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

3.5. Full Disclosure. Grantee has disclosed in writing to OHA all facts that may adversely affect the Project, or the ability of Grantee to perform any obligation required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.

3.6. Pending Litigation. Grantee has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee or the Project, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

3.7. No Defaults.

3.7.1. No Events of Default (as hereinafter defined) exist or occur upon authorization, execution or delivery of this Agreement.

3.7.2. Grantee has not violated and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

3.8. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or

Grantee's properties or operations.

3.9. Governmental Consent. Grantee has obtained, will obtain, or will ensure Subawardee obtains all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located.

4. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTEE; USE RESTRICTIONS

Grantee also represents, warrants, and covenants that:

4.1. Responsibility. Grantee assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Agreement and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

4.2. Program Requirements. Grantee shall timely satisfy all requirements of this Agreement, including the program rules, all applicable OHA administrative rules, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (collectively, the "Program Requirements") to the satisfaction of OHA.

4.3. Compliance with Laws. Grantee shall comply, and shall ensure that the Project complies with the Program Requirements, including but not limited to all federal, state and local laws, regulations, codes, ordinances, and orders applicable to the Project. In addition, Grantee shall comply with all applicable state and federal nondiscrimination laws including, but not limited to, the Fair Housing Act and the Americans with Disabilities Act.

4.4. Independent Contractor. Grantee shall perform all obligations under this Agreement and will timely satisfy its obligations hereunder as an independent contractor. Grantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Agreement.

4.5. Insurance. Grantee shall maintain, or ensure Subawardee maintains, and provide OHA with proof of insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities. Grantee agrees that such insurance coverage, whether purchased or by self-insurance, is the sole responsibility of Grantee.

4.6. Completion Date. Grantee will complete, or will ensure that Subawardee completes, the

Project and that a certificate of completion, or similar authorization to occupy the Project is obtained no later than March 31, 2028, unless extended by OHA in writing (the “**Completion Date**”) in accordance with the terms and conditions of this Agreement.

4.7. Use Restrictions and Duration.

4.7.1. Upon completion of the Project and for the duration of the Use Restriction Period (as hereinafter defined), Grantee shall continuously operate the Project as a 16 bed Withdrawal Management Facility, a 24 bed Substance Use Disorder Residential Treatment Facility, and includes 36 beds of Transitional Housing within the Project to serve individuals with a Substance Use Disorder, who may also have an SPMI, or persons that meet the criteria of a substance use disorder diagnosis (collectively, the “**Use Restrictions**”). Such operation may be performed by Grantee directly, or through subgrantees or subcontractors, as determined by Grantee in its reasonable discretion.

4.7.2. Use Restriction Period. For a period of twenty (20) years from December 31st of the year that the Project is completed or until **December 31, 2047**, whichever is later (the “**Use Restriction Period**”), Grantee is required to provide and comply with the requirements of the Use Restrictions. Grantee acknowledges and agrees that Grantee’s compliance with the Use Restrictions during the Use Restriction Period is not contingent on additional funding from OHA and that Grantee has or anticipates access to adequate operating revenue or other funding to comply with this Agreement for the duration of the Use Restriction Period.

4.8. Habitability; Other Compliance. Throughout the Use Restriction Period, Grantee will manage the Project in a safe and sanitary condition that is satisfactory to OHA and in accordance with applicable zoning, code and habitability requirements.

4.9. Prevailing Wage Requirements. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, “**PWR**”), or, when applicable, 40 U.S.C. 3141 et seq. (“**Davis-Bacon Act**”). Grantee shall comply with PWR, and specifically:

- (i) Determine when PWR or Davis-Bacon Act apply.
- (ii) Require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates.
- (iii) Comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board.
- (iv) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
- (v) [reserved]

(vi) Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

4.10. Records Maintenance, Access. Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for the longest of: (i) six (6) years following final payment and termination of this Agreement; (ii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (iii) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

4.11. Inspections; Information. Grantee shall permit OHA and any party designated by OHA: (i) to inspect the Project; and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters.

4.12. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Grantee shall follow standard construction practices or ensure Subawardee follows such practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction. Grantee's signing of this Agreement serves as a certification that Grantee will comply with these responsibilities.

4.13. Non-Federal Employment Certification. Grantee certifies that it is not employed by or contracting with the federal government for performance covered by this Agreement.

4.14. Good Standing Certification. Grantee certifies to the best of its knowledge and belief that neither Grantee nor any of its principals, officers, directors or employees:

(i) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency;

(ii) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(iii) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii) of this Section;

(iv) Has within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

(v) Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

4.15. Disclaimer of Warranties; Limitation of Liability. Grantee acknowledges and agrees that:

4.15.1. OHA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

4.15.2. In no event are OHA or its agents liable or responsible for any indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

5. COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

5.1. Inducement. Grantee represents, covenants and warrants that the issuance to it of the Grant described herein by OHA is an inducement to Grantee to complete the Project and to operate the Project in accordance with this Agreement. In consideration of the issuance of the Grant, Grantee has entered into this Agreement and has agreed to restrict the operation of and uses to which the Project can be put on the terms and conditions set forth herein. Therefore, Grantee covenants, agrees and acknowledges that OHA has relied on this Agreement in determining to issue the Grant.

5.2. Covenants; Equitable Servitudes.

5.2.1. OHA and Grantee hereby declare their express intent that throughout the Use Restriction Period the covenants, restrictions, charges and easements set forth herein, including the Use Restrictions, will be deemed covenants running with the Property and will create equitable servitudes running with the Property, and will pass to and be binding upon OHA's and Grantee's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein.

5.2.2. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (other than a rental agreement or lease for a Project unit) will contain an express provision making such conveyance subject to the covenants and restrictions contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

5.2.3. Any and all legal requirements for the provisions of this Agreement to constitute restrictive covenants running with the Property and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHA, are deemed satisfied in full.

5.2.4. The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Agreement, or if required, such consent has been or will be obtained by Grantee.

5.3. Burden and Benefit.

5.3.1. Grantee hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes, including the Use Restrictions, set forth herein touch and concern the Property, and the Project as a whole, in that Grantee's legal interest in the Project is rendered less valuable thereby.

5.3.2. Grantee hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by residents, intended beneficiaries (in addition to OHA) of such covenants, reservations and restrictions, and by furthering the public purposes for which the Grant was issued.

6. REPORTING REQUIREMENTS.

6.1. Quarterly Reports. Grantee shall prepare and electronically submit written quarterly reports describing the grant activities and progress to OHA substantially in the form provided by OHA. The Contract Administrator will provide instructions for completion and any updates. Grantee must submit to OHA the Quarterly Reports on the following schedule each year of this Agreement until the Completion Date:

| Fiscal Quarter | Due Date |
|---------------------------------|-----------------|
| First: July 1 – September 30 | October 15 |
| Second: October 1 – December 31 | January 15 |
| Third: January 1 – March 31 | April 15 |
| Fourth: April 1 – June 30 | July 15 |

6.2. Annual Reports. After the Completion Date, ongoing Annual Reports must demonstrate Grantee’s compliance with the Use Restrictions through the Use Restriction Period.

7. EVENTS OF DEFAULT.

7.1. Default by Grantee. Each of the following will be an event of default (each, an “**Event of Default**”) under this Agreement:

- (i) Grantee institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (ii) Grantee or its Subawardee responsible for operation of the Project no longer hold a license or certificate that is required for Grantee to perform its obligations under this Agreement. To the extent that OHA has provided notice of such loss of licensure or certification under this Agreement, and Grantee or its Subawardee have not obtained such license or certificate within fourteen (14) calendar days after OHA’s notice or such longer period as OHA may specify in such notice;
- (iii) Grantee fails to use the Grant exclusively for the Project in accordance with this Agreement;
- (iv) Grantee fails to return Unexpended Funds in accordance with this Agreement;
- (v) Grantee commits any material breach of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation

under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach or failure continues for a period of 14 calendar days after written notice specifying such failure is given to Grantee by OHA, or such longer period as OHA may agree to in writing, if OHA determines Grantee has instituted and is diligently pursuing corrective action;

(vi) Grantee fails to disclose any fact material to the making of the Grant to Grantee, or upon discovery by OHA of any misrepresentation by, or on behalf of, or for the benefit of Grantee;

(vii) Construction on the Project is discontinued or prohibited for at least ninety (90) consecutive days so long as Grantee is in regular communication with OHA regarding the delay and resolution of the same, or the Project is abandoned; or

(viii) Grantee fails to diligently pursue the Project.

7.2. Default by OHA. OHA will be in default under this Agreement if OHA commits any material breach of its obligations under this Agreement, and such breach is not cured within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice (each, an "**OHA Default**").

8. RIGHTS AND REMEDIES ON EVENT OF DEFAULT.

8.1. OHA's Remedies for Grantee's Default. Upon the occurrence of an Event of Default and at any time thereafter, OHA may, at its option, exercise any one or more of the following rights and remedies at law or in equity, including, but not limited to:

(i) termination of this Agreement as set forth herein;

(ii) barring Grantee from receiving future grants;

(iii) withholding all or part of the Grant funds not yet disbursed by OHA to Grantee;

(iv) initiation of an action or proceeding for damages or declaratory or injunctive relief; or

(v) requiring repayment upon demand from OHA of all or a portion of the Grant, and interest, if any, on all or any portion of the Grant required to be returned.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

8.2. Grantee's Remedies. In the event OHA terminates this Agreement or in the event of an OHA Default and whether or not Grantee elects to exercise its right to terminate this Agreement, Grantee's sole remedy will be a claim for payment of Grant funds for costs or expenses incurred and for which payment is authorized by this Agreement. In no event will OHA be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits or loss, consequential or punitive damages.

9. TERMINATION.

9.1. Termination. OHA may terminate this Agreement in whole or in part, without further liability and without impairment of its remedies, effective upon delivery of written notice to Grantee, under any of the following conditions:

- (i) If OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Grant funds to Grantee as set forth in this Agreement;
- (ii) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of Grant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the Grant funding identified in this Agreement from the planned funding source(s) or if OHA is determined by its legal counsel or otherwise to lack or to have lost the authority to administer the Program;
- (iii) If any authority required by law or regulation to be held by Grantee to complete the Project ends for any reason; or
- (iv) If Grantee is unable or fails to commence the Project within six (6) months from the date of this Agreement.

9.2. OHA's Right to Terminate for an Event of Default. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Grantee for an Event of Default.

9.3. Grantee's Right to Terminate for an OHA Default. Grantee may terminate this Agreement upon 30 days written notice to OHA or at such later date as Grantee may establish in such notice, if there is an OHA Default.

9.4. Mutual Termination. This Agreement may be terminated upon mutual written consent

of the Parties.

9.5. Repayment: If this Agreement or any part hereof, terminates for default prior to the term of the Use Restriction Period, Grantee will, within thirty (30) days of written demand for repayment, repay to OHA all Grant funds disbursed to it under this Agreement, together with any earnings on such funds.

10. GENERAL PROVISIONS.

10.1. Indemnity. Grantee assumes sole liability for breach of the conditions of this Agreement by Grantee or any of its officers, agents, employees, and assigns. Grantee will save, hold harmless, indemnify and defend the State of Oregon, OHA and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages, liabilities, costs and expenses of whatsoever nature, kind or description, including attorney fees (each, a “**Claim**”) related to the Grant, the Project, this Agreement or resulting from or arising out of the acts, omissions, neglect or misconduct of Grantee or its subcontractors, agents, or employees under this Agreement or related to the Grant and the Project. Neither Grantee nor any attorney engaged by Grantee may defend any Claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. Grantee’s obligations under this Section 10.1 are subject to the limits of applicable law including, but not limited to, the Oregon Constitution and the Oregon Tort Claims Act.

10.2. Assignment; Successors and Assigns. Except as expressly permitted herein, Grantee shall not assign or otherwise transfer any interest in this Agreement or in Project (other than leases for Subawardee, or leases for the residential units in the Project, if applicable) without the prior written consent of OHA. The provisions of this Agreement are binding upon and will run to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

10.3. No Third-Party Beneficiaries. OHA and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

10.4. Contracts; Subcontracts. Grantee shall ensure that all contracts and subcontracts related to the Project or this Agreement comply with the Program Requirements, including containing a provision to that effect therein.

10.5. Endurance of Obligations. Grantee will remain fully obligated under the provisions of

the Agreement notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which Grant funding is being provided by OHA.

10.6. Prohibition on Supplanting. Grant funds may not supplant or replace other funds that have been contracted for the same purpose. Grantee shall ensure that the activities provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

10.7. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.

10.8. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be unlawful or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

10.9. Time of the Essence. Time is of the essence in the performance by Grantee of the terms of this Agreement.

10.10. Notice. Except as otherwise expressly provided in this Agreement, any notices required or permitted to be given under this Agreement will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Grantee at the following addresses. Any communication or notice so addressed and mailed by regular mail will be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail will be deemed received and effective five days after the date of e-mailing.

OHA: Oregon Health Authority
Behavioral Health Division
500 Summer St SE, E86
Salem, Oregon 97301
Attention: Taylor Witt
Telephone: 971-240-8514
E-mail address: Taylor.M.Witt@oha.oregon.gov

Grantee: Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Attention: Mary Rumbaugh
Telephone: 503-406-7005

E-mail address: Maryrum@clackamas.us

10.11. Survival; Remedies Not Exclusive; Non-Waiver. Provisions of this Agreement which by their nature are intended to survive termination of this Agreement and the Use Restriction Period will survive. These provisions include, but are not limited to, the covenants of Grantee under this Agreement related to the tax-exempt status, if any, of the Bonds, until the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) are no longer outstanding. Furthermore, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Agreement will constitute a waiver by OHA of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.12. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party shall be responsible for its own attorneys' fees and expenses.

10.13. Construction. The Parties to this Agreement acknowledge that each Party and its counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Agreement.

10.14. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

10.15. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

10.16. Governing Law; Venue: Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (each, an "**Action**") between OHA or any other agency or department of the State of Oregon and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT. However, if an Action must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as (a) a waiver by the State of Oregon or of Grantee of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Action, or (b) consent by the State of Oregon or Grantee to the

jurisdiction of any court.

10.17. Merger Clause. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the Party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

10.18. No Limitations on Actions of OHA in Exercise of Its Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHA in the exercise of its governmental powers. It is the express intention of the Parties that OHA will retain the full right and ability to exercise its governmental powers with respect to Grantee, the Project, this Agreement, and the transactions contemplated by this Agreement and the Program Requirements to the same extent as if it were not a Party to this Agreement or the transactions contemplated hereby, and in no event will OHA have any liability in contract arising under this Agreement, the Program Requirements, or otherwise by virtue of any exercise of its governmental powers.

(Signatures on following pages)

IN WITNESS WHEREOF, OHA and Grantee have caused this Agreement to be signed by their duly authorized officers on the Effective Date.

OHA: **STATE OF OREGON**, acting by and through its Oregon Health Authority

By: _____
Jon Collins,
Deputy Director of Operations and Strategy

STATE OF OREGON)
: ss
COUNTY OF MARION)

This instrument was acknowledged before me this ____ day of _____ 2026, by Jon Collins, Deputy Director of Operations and Strategy for and on behalf of Oregon Health Authority.

Notary Public for the State of Oregon
My Commission Expires: _____

EXHIBIT A
Legal Description

Situs 15301 SE 92nd, Clackamas, OR 97015

Grantee's real property is more particularly described as follows:

The parcels of land described by those certain documents recorded as 2025-021447 in the Real Property Records of Clackamas County, Oregon ("Property").

The portion of the Grantee's Property subject to this Agreement is more particularly described as:

An area of land approximately 167,000 square feet located at the intersection of 92nd Ave and Tolbert St. at the site of the former Clackamas Elementary school, further depicted in the map below.

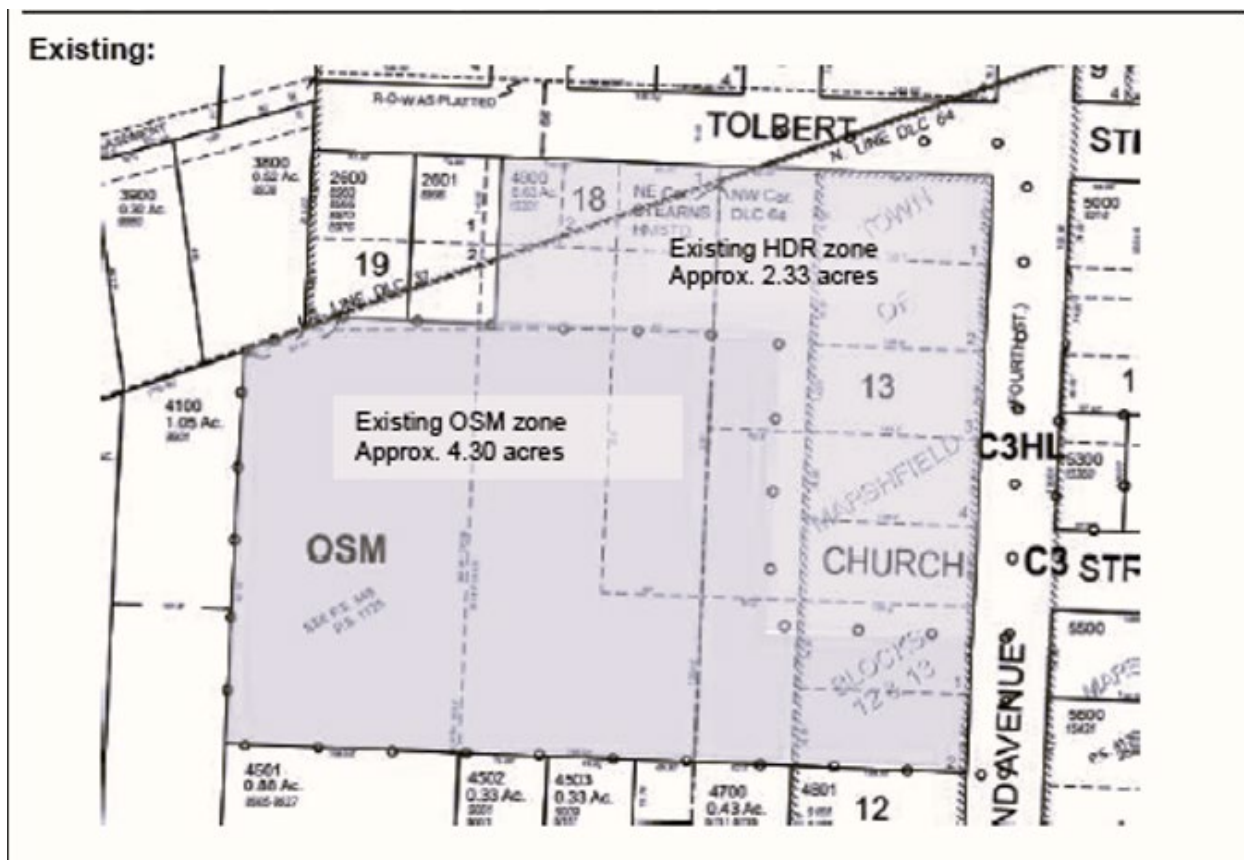


EXHIBIT B Project Budget

| OHA Project Budget | | |
|--|---|--|
| <i>Please input your data/responses into the white cells below</i> | | |
| Grantee Name | Clackamas County | |
| Project Name | Clackamas County Recovery Campus | |
| Project Address | 15301 SE 92nd, Clackamas 97015 | |
| Number of Beds | 76 | |
| Number of Units | 2 Buildings | |
| OHA Grant Total | \$10,000,000.00 | |
| DEVELOPMENT COSTS | Budget Amount | Description of intended use |
| Building / Property Acquisition | | |
| Renovation / Construction | \$10,000,000.00 | Construction of clinical and housing buildings |
| Site Improvements / Landscaping | | |
| Permits & Fees (<i>building permits, zoning fees, etc.</i>) | | |
| Architectural & Engineering | | |
| Legal Fees | | |
| Closing & Title Insurance | | |
| Insurance - Property & Casualty & General Liability | | |
| Financing Fees | | |
| Developer Fee | | |
| Other (<i>please specify - contingent on OHA approval</i>) | | |
| TOTAL DEVELOPMENT COSTS | \$10,000,000.00 | |
| START UP COSTS | Budget Amount | Description of intended use |
| Salaries | | |
| Training / Consultant Fees | | |
| Staff Recruitment | | |
| Furniture & Furnishings | | |
| Office Equipment & Supplies | | |
| Appliances (<i>Refrigerator, Stove, Washer, Dryer, etc.</i>) | | |
| Kitchen Equipment | | |
| Building Maintenance Equipment | | |
| Utilities (<i>Electrical, Sewer & Water, Telecomm, etc.</i>) | | |
| Insurance - Property, Liability | | |
| Other (<i>please specify - contingent on OHA approval</i>) | | |
| TOTAL START UP COSTS | \$0.00 | |
| Percentage of Start Up Costs (must be 30% or less) | 0.00% | |
| SUBTOTAL DEVELOPMENT + START UP COSTS | \$10,000,000.00 | <small>***** CHECK THIS VALUE AGAINST THE OHA GRANT TOTAL AMOUNT. IF THE VALUES DO NOT MATCH, IF THE TOTAL IS LESS - PLEASE DO NOT MATCH THE BUDGET IS NOT IN ALIGNMENT WITH TOTAL OHA GRANT AMOUNT.</small> |
| Funding Sources (<i>specify below - as applicable</i>) | Amount(s) | Notes/Intended Use of Funding |
| ARPA | \$2,054,980.00 | Property purchase |
| Opioid funds | \$17,615,000.00 | Design and Construction |
| SHS funds | \$13,450,000.00 | Design and Construction |
| BH Settlement and County General Funds | \$1,454,841.00 | Property purchase and rezoning |
| Trillium | \$180,000.00 | Property purchase |
| | | |
| Total Overall Anticipated Project Cost Upon | \$44,755,000.00 | |
| Total OHA Grant | \$10,000,000.00 | |
| Total Other Funding | \$34,754,821.00 | |
| Balance (funding needed to complete project) | \$179.00 | |
| Gap Funding / Cost Overrun Plan | | |
| <i>Describe your plan to cover the balance of project development cost (if applicable) and your plan for unforeseen cost overruns.</i> | We will add a contingency amount to the loan - to be repaid with Opioid funds | |

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application) Subrecipient Award Direct Award

Award Renewal? Yes No

| | |
|-------------------------------------|---|
| Lead Fund # and Department: | 240 - H3S Director's Office |
| Name of Funding Opportunity: | OHA Behavioral Health Investments Program |

Funding Source: Federal – Direct Federal – Pass through State Local

| | |
|--|-----------------------------------|
| Requestor Information: (Name of staff initiating form) | Mary Rumbaugh |
| Requestor Contact Information: | 503-742-5305 maryrum@clackamas.us |
| Department Fiscal Representative: | Rebecca Gibbons |
| Program Name & Prior Project #: (please specify) | Recovery Campus |

Brief Description of Project:

Construction of the Recovery Campus will add substance use recovery services to Clackamas County that do not exist today. Funds will be used to construct the facility for treatment and recovery that will help ensure individuals struggling with substance use disorder receive timely person-centered support, treatment and resources.

Name of Funding Agency: State of Oregon, Oregon Health Authority, Behavioral Health Division

Notification of Funding Opportunity Web Address:

OR

Application Packet Attached: Yes No

Completed By:

Date:

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

| | | | |
|---|---------------------------------------|---|--------------|
| Assistance Listing Number (ALN), if applicable: | N/A | Funding Agency Award Notification Date: | 1/30/2026 |
| Announcement Date: | N/A | Announcement/Opportunity #: | N/A |
| Grant Category/Title | House Bill 2316 BH Investment Program | Funding Amount Requested: | \$10,000,000 |
| Allows Indirect/Rate: | N/A | Match Requirement: | N/A |
| Application Deadline: | N/A | Total Project Cost: | \$37,445,563 |
| Award Start Date: | 7/1/26 | Other Deadlines and Description: | N/A |
| Award End Date: | 5/9/2028 | | |
| Completed By: | Cindy Becker | Program Income Requirements: | N/A |
| Pre-Application Meeting Schedule: | | | |

Additional funding sources available to fund this program? Please describe:

The total cost of construction \$37,445,563 will be funded with this grant along with Supportive Housing Services Allocation, Opioid Settlement Funding, State Lottery Revenue Bond, Federal Congressionally Directed Spending Award, a loan backed by Opioid Settlement Funds, and a small portion of H3S General Fund and Behavioral Health Division Fund Balance.

How much General Fund will be used to cover costs in this program, including indirect expenses?

N/A

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

N/A

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

Yes, property purchase (\$3,500,000), pre-construction costs (\$2,808,510), and zoning (\$75,000) have been paid using a combination of American Rescue Plan Act, Behavioral Health Division Fund Balance, H3S General Fund, Supportive Housing Services Allocation, Trillium Community Health Plan, Opioid Settlement funds. The total cost of construction (\$37,445,563) will be funded with this grant along with Supportive Housing Services Allocation, Opioid Settlement Funding, State Lottery Revenue Bond, Federal Congressionally Directed Spending Award, a loan backed by Opioid Settlement Funds, and a small remaining portion of H3S General Fund and Behavioral Health Division Fund Balance.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

N/A

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

No

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The funding will support the construction of the Recovery Campus.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes - On September 30, 2024, a Notice of Funding Opportunity (NOFO) was issued soliciting for proposals for the development, design, construction, and operation of a Recovery Center for treatment and recovery. Following the review of the proposals received in response to the NOFO, Fora Health, formerly known as De Paul Treatment Centers, was selected to receive the grant award for the Recovery Center to be developed on County-owned property located at 15301 SE 92nd Avenue in Clackamas.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

N/A

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This is a capital construction project.

Collaboration

1. List County departments that will collaborate on this award, if any.

County Administration and H3S Director's Office

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Quarterly progress reports due October 15, January 15, April 15, and July 15 through project completion.
Annual reports after project completion demonstrating compliance with the use restrictions throughout the 20-year use restriction period.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Progress reported in required quarterly reports.
Successful completion of the project by March 31, 2028.
Ongoing compliance with operating requirements, including maintaining the required withdrawal management, residential treatment, and transitional housing beds for the use restriction period.

3. What are the fiscal reporting requirements for this funding?

Submit documentation supporting all reimbursement or advance payment requests.

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

In April 2023, Clackamas County passed a resolution to address addiction, homelessness and mental health, recognizing that they must be addressed systemically and interdependently in order to provide individuals the best chance of self-sufficiency and a better life. The Board of Commissioners led the Clackamas Addictions Recovery Summit in September 2023, where national and international experts shared recommendations based on best practices with a key recommendation from the summit being to build a Recovery Oriented Center/Campus that includes a continuum of services for individuals living with addiction.

2. Who, if any, are the community partners who might be better suited to perform this work?

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

To construct the Recovery Campus.

Other information necessary to understand this award, if any.

Program Approval:

Rebecca Gibbons

6/11/26

Rebecca Gibbons

Name (Typed/Printed)

Date


Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****


****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals


DIVISION DIRECTOR (or designee, if applicable)

| | | |
|----------------------|------|---|
| | |  <small>Mary Rumbaugh (Jun 15, 2025 09:48:20 PDT)</small> |
| Name (Typed/Printed) | Date | Signature |

DEPARTMENT DIRECTOR (or designee, if applicable)

| | | |
|----------------------|------|---|
| | |  <small>Mary Rumbaugh (Jun 15, 2025 09:48:20 PDT)</small> |
| Name (Typed/Printed) | Date | Signature |

FINANCE ADMINISTRATION

| | | |
|----------------------|------|---|
| | |  |
| Name (Typed/Printed) | Date | Signature |

EOC COMMAND APPROVAL (WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)

| | | |
|----------------------|------|-----------|
| Name (Typed/Printed) | Date | Signature |
|----------------------|------|-----------|

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications \$150,000 and below:

| | | |
|-----------------------------|------------------------------------|----------------------------------|
| COUNTY ADMINISTRATOR | Approved: <input type="checkbox"/> | Denied: <input type="checkbox"/> |
| Name (Typed/Printed) | Date | Signature |

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
 and
 Grants Manager at financegrants@clackamas.us
 when fully approved.

Department: keep original with your grant file.










H3S Lifecycle Form_OHA Grant Recovery Campus

Final Audit Report

2026-06-15

| | |
|-----------------|--|
| Created: | 2026-06-15 |
| By: | Katie Strong (KStrong@clackamas.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA7b-ekxVCdvFk1aFUgQr2J2jfs_mxTFXa |

"H3S Lifecycle Form_OHA Grant Recovery Campus" History

-  Document created by Katie Strong (KStrong@clackamas.us)
2026-06-15 - 4:41:42 PM GMT- IP address: 69.58.133.36
-  Document emailed to maryrum@clackamas.us for signature
2026-06-15 - 4:42:35 PM GMT
-  Email viewed by maryrum@clackamas.us
2026-06-15 - 4:42:40 PM GMT- IP address: 142.147.145.164
-  Signer maryrum@clackamas.us entered name at signing as Mary Rumbaugh
2026-06-15 - 4:48:18 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Mary Rumbaugh (maryrum@clackamas.us)
Signature Date: 2026-06-15 - 4:48:20 PM GMT - Time Source: server- IP address: 198.245.132.3 - Signature Appearance Selected: TYPE
-  Document emailed to Bouavieng Bounnam (BBounnam@clackamas.us) for signature
2026-06-15 - 4:48:24 PM GMT
-  Email viewed by Bouavieng Bounnam (BBounnam@clackamas.us)
2026-06-15 - 4:48:28 PM GMT- IP address: 52.3.199.226
-  Document e-signed by Bouavieng Bounnam (BBounnam@clackamas.us)
Signature Date: 2026-06-15 - 5:27:19 PM GMT - Time Source: server- IP address: 198.245.132.3 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-06-15 - 5:27:19 PM GMT