

June 6, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of an expense Intergovernmental Agreement with Clackamas Fire District #1 to support the Project Hope Program. Agreement value is \$10,000 for 25 months. Funding is through CareOregon. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues on June 4, 2024.		
<b>Performance Clackamas</b>	1. Ensure safe, healthy, and secure communities 2. Health outcome disparities identified in the Community Health Improvement Plan will be reduced.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Philip Mason-Joyner	<b>Contact Phone</b>	503-742-5956

**EXECUTIVE SUMMARY:** Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Fire District #1 to support Project Hope participants with costs associated with the program.

Project Hope is a collaboration of community partners whose response to substance use and overdose has included a multi-disciplinary approach. Community Paramedics, Public Health, Peer Mentors, Case Management, and Justice partners come together to respond to those in need. Working along many access points in the community, this unique group identifies, refers, and supports countless Clackamas County residents suffering from addiction through the complicated path of recovery. In 2023, Project Hope received referrals for 326 individuals with many successful connections to peer support, treatment, housing, employment, and healthcare.

Project Hope participants sometimes require support with immediate expenses and needs that may act as barriers to successful recovery. Clackamas Fire District Community Paramedics will oversee and administer the \$10,000 for participants' support costs (i.e., transportation to and from treatment and medical appointments, basic needs such as clothing, food, start-up recovery housing support, and emergency medication fills).

The contract term is May 15, 2024, through June 30, 2026.

**RECOMMENDATION:** The staff respectfully requests that the Board of County Commissioners approve Agreement #11659 and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
 Director of Health, Housing, and Human Services

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CLACKAMAS FIRE DISTRICT #1**

Agreement #11659

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas Fire District # 1 will support Project Hope participants with expenses by using funds for Community Paramedics to administer support costs (i.e. transportation to and from treatment and medical appointments, basic needs such as clothing and food, start-up recovery housing support, emergency medication fills).

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective on May 15, 2024, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2026, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed ten thousand dollars (\$10,000) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, upon execution of agreement, the Agency may invoice for a lump sum payment of \$10,000.

Invoices shall reference the above Contract Number and submitted to:

**Clackamas County Public Health Division**

Attn: Accounts Payable  
2051 Kaen Road, #367  
Oregon City, Oregon 97045  
Or electronically to:

[PublicHealthFiscalAP@clackamas.us](mailto:PublicHealthFiscalAP@clackamas.us)

**5. Representations and Warranties.**

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Agency settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Apryl Herron or their designee will act as liaison for the County.

**Contact Information:**

2051 Kaen Road, #367  
Oregon City, OR 97045  
(971)334-0516  
[AprylHer@clackamas.us](mailto:AprylHer@clackamas.us)

Neil Clasen or their designee will act as liaison for the Agency.

**Contact Information:**

11300 SE Fuller Rd.  
Milwaukie, OR 97222  
(971)334-9874  
[neil.clasen@clackamasfire.com](mailto:neil.clasen@clackamasfire.com)

**10. General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's

authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, Agency shall promptly deliver these materials to the County's project manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of

delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

U. **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.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**Clackamas County Fire District #1**

\_\_\_\_\_  
Chair, Board of County Commissioners

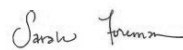
\_\_\_\_\_  
Nick Browne, Fire Chief



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date 5/11/2024

Approved as to Form:



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\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



## Exhibit A

### SCOPE OF WORK

The epidemic of opioid overdoses and deaths continues to affect the country with two-thirds of all fatal overdoses involving opioids. People who suffer a non-fatal opioid overdose still have a 5-10% 1-year mortality, 5% within the first 48-hours after the overdose, and 20% within the following month.

To decrease repeat overdose, save lives, and improve patient outcomes, Clackamas County Public Health will partner with Clackamas Fire District Community Paramedics to provide follow-up visits to overdose survivors and support to those with a substance use disorder. After an assessment is completed, Community Paramedics along with the rest of the Project Hope Team (Peer Recovery Mentors and Case Manager) will address immediate needs including housing, harm reduction and healthcare. A wellness plan focused on treatment and recovery services (detox, inpatient, outpatient and community-based services) will be completed with Project Hope participants. The Peer Recovery Mentor, contracted through the Mental Health and Addiction Association of Oregon (MHA AO) offers lived experience, and supports participants by walking with them through the hardships of recovery, and making connections to critical services. The Clackamas County Health Centers Case Manager will address the various needs of participants, will work to coordinate care via a treatment plan, and will assist with communications between community partners. Together the team will offer wrap-around support to prevent future substance use and potential overdose.

A key element of this project is to support Project Hope participants with expenses and needs that may act as barriers to successful recovery. Funding in the amount of \$10,000 will be passed to Clackamas Fire District for Community Paramedics to administer for participants support costs (i.e. transportation to and from treatment and medical appointments, basic needs such as clothing and food, start-up recovery housing support, emergency medication fills).

AGENCY agrees to:

1. Provide a .20 FTE Community Paramedic to perform the following:
  - a. Provide crucial follow-up visits to overdose survivors and support those with a substance use disorder.
  - b. Address immediate needs including housing, harm reduction and healthcare and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services.)
  - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
  - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
  - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
  - f. Keep a log of expenses and receipts of participant support costs and will submit quarterly reports to Project Hope Program Coordinator Apryl Herron, [aprylher@clackamas.us](mailto:aprylher@clackamas.us) .
  - g. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
    - i. Number of overdose survivors who receive follow-up by a community paramedic.

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- ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment.
- iii. Type of treatment patient is referred to.
- iv. Number of naloxone kits distributed.
- v. Agency shall submit a final expenditure narrative report associated to the advance payment with an accounting of how the funds were spent. The report shall be provided by July 15, 2026.

COUNTY agrees to:

1. Provide project coordination and technical assistance to Clackamas Fire District for Project Hope program needs.
2. Collect and organize all data reported by the Community Paramedics partners for the purpose of project evaluation.
3. Purchase and provide naloxone kits to Clackamas Fire District for naloxone leave-behind and distribution to Project Hope participants.
4. Provide quarterly reports to CareOregon on Project Hope participant support expenses; number of individuals referred to treatment, peer support, housing, healthcare, and employment; and number of naloxone kits distributed.