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Clackamas County
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May 21, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Oregon City and the City of Gladstone for the High Rocks River Rescue Program. Agreement Value is \$11,630.45 for 5 months. Funding is through Public Health fee revenue. No County General Funds are involved.

Previous Board Action/Review: Briefed at Issues 5/19/2026

Performance Clackamas: Healthy People

Counsel Review: Yes – Andrew Naylor

Procurement Review: NO

Contact Person: Kim La Croix, Public Health Director Contact Phone: 971-806-0004

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the City of Oregon City and the City of Gladstone for reimbursement of the High Rocks River Rescue Program.

Gladstone, Oregon City, American Medical Response (AMR), and Clackamas County, in recognition of the dangerous characteristics of the Clackamas River at this location, are implementing a new risk-based approach for the High Rock River Rescue program to reduce drowning incidents and promote safe river use. Building on prior years of collaboration, this renewed model reflects reduced funding while preserving the collective ability to protect residents and visitors during high-risk periods, including hot weather and large crowds. The Program will be funded for holiday weekends and high-heat index days, defined as days when temperatures are forecast to exceed 90 degrees Fahrenheit.

The City of Oregon City, the City of Gladstone, and the County have agreed to share the cost of the High Rocks River Rescue Program under the new model. The City of Oregon City has entered into an Agreement with AMR to provide the services.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement (12511) 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

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY, THE CITY OF GLADSTONE, AND THE CITY
OF OREGON CITY REGARDING RIVER RESCUE SERVICES AT HIGH ROCKS**

THIS AGREEMENT is made and entered into by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “the County,” the CITY OF GLADSTONE, a municipal corporation of the State of Oregon, hereinafter referred to as “Gladstone”, and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon, hereinafter referred to as “Oregon City”. The County, Gladstone, and Oregon City are hereinafter referred to as “the Parties”.

RECITALS

A. ORS 190.003 to 190.030 allow units of local government to enter into an agreement for the performance of any or all functions and activities which such units have authority to perform.

B. Gladstone and Oregon City are located within the County.

C. Gladstone and Oregon City have jurisdictional and real property interests in parcels directly adjacent to the Clackamas River in the general area popularly known as “High Rocks” and these areas have traditionally been used for recreational purposes by the public.

D. Gladstone and Oregon City, in recognition of the dangerous characteristics of the Clackamas River at this location and because of an unfortunate past history of drowning and near-drowning at the site, have actively discouraged swimming and diving at these locations and have so warned the public by the placement of appropriate signage and warnings.

E. Gladstone and Oregon City, because of budgetary restrictions and public policy, have historically lacked the ability to provide active lifesaving support at these sites.

F. In 2002, American Medical Response (“AMR”) approached Gladstone and Oregon City and proposed implementing a pilot project River Safety Program (the “Program”) in the High Rocks area which was subsequently implemented through a memorandum of understanding.

G. AMR provides services through a contract with the County. As of 2025, the cost to provide the Program in the High Rocks area has become financially unsustainable and without new funding the Program will be discontinued.

H. The County, Gladstone, and Oregon City are desirous of giving their consent to continuing the River Safety Program at the High Rocks area through a cooperative financial agreement under certain terms and conditions. Through the Program, AMR will provide lifeguard and river rescue services in the High Rocks area through a separate contract between Oregon City and AMR consistent with the Terms and Conditions of this IGA.

Workers' compensation with employers' liability limits of:	
Each Accident	\$500,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$500,000

Section 9. All parties acknowledge that the persons executing this Agreement on behalf of each entity have the legal power, right, and actual authority to bind their respective entities to the terms and conditions of this Agreement.

Section 10. Compliance with Applicable Law. The 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.

Section 11. 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.

Section 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 equally share all costs, obligations and be responsible for its own attorney fees and expenses.

Section 13. 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 any Parties 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 or by Gladstone 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. Each Party, by execution of this Agreement, hereby consents to the in-personam jurisdiction of the courts referenced in this section.

Section 17. 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 any 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 any other Party.

Section 18. Access to Records. Each Party 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. Each Party 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, Gladstone and Oregon City shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.

Section 19. 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.

Section 20. 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.

Section 21. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the continuation of the River Safety Program. 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 any Party unless in writing and signed by all 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 any Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

Section 22. 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.

Section 23. 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.

Section 24. No Third-Party Beneficiary. The Parties 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.

Section 25. Subcontract and Assignment. No Party shall 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 other Parties.

Section 26. Survival. All provisions in Sections 8, 12, 13, and 20 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

Section 27. 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.

Section 28. Time is of the Essence. The Parties agree that time is of the essence in the performance this Agreement.

Section 29. 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.

Section 30. Force Majeure. No Party shall be held responsible for delay or default caused by events outside of that Party's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party 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.

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

DATED: _____

Clackamas County

DATED: _____

City of Gladstone

DATED: _____

City of Oregon City