



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 15, 2023 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin after the adjournment of the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*
- Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- Attend in person, location listed above*
- Register to provide electronic testimony (email recorderteam@orc.gov or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orc.gov (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

[3a.](#) Oath of Office for New Oregon City Police Officers

[3b.](#) Small Business Saturday Proclamation

4. CITIZEN COMMENTS

[Citizens](#) are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager.

Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[7a.](#) OLCC: Liquor License Application – Winery: 2nd Location, Corcilla Cellars LLC, 721 Main St., Oregon City

[7b.](#) Miscellaneous Contract and Agreement No. 73000-00019224 with the Oregon Department of Transportation for the Oregon City Quiet Zone

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Youth Opioid Prevention Grant Program Committee Evaluation and Award Announcement

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Justin Harlan**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 15TH DAY OF NOVEMBER 2023

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of November 2023.

Notary Public
State of Oregon
My commission expires: _____

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Brandon Kayfes**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 15TH DAY OF NOVEMBER 2023

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of November 2023.

Notary Public
State of Oregon
My commission expires: _____

PROCLAMATION

SMALL BUSINESS SATURDAY 2023

- Whereas,** the City of Oregon City celebrates our local small businesses and the contributions they make to our local economy and community; and
- Whereas,** according to the U.S. Small Business Administration, there are 33 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and
- Whereas,** 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and
- Whereas,** Oregon City supports Chamber of Commerce and Downtown Association and the local businesses that create jobs, boost our local economy, and preserve our communities; and
- Whereas,** advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Denyse C. McGriff, Mayor of Oregon City, along with the City Commission, do hereby proclaim:

November 25, 2023
as
Small Business Saturday

And, urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year.

In Witness Whereof, I have hereunto set my hand this 15th day of November 2023.

DENYSE C. McGRIFF, Mayor

Jakob Wiley

From: Vanessa Dichari <vdichari@gmail.com>
Sent: Wednesday, November 15, 2023 11:25 AM
To: Recorder Team
Subject: For your consideration - Hoping to make a difference

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Oregon City – City Council.

I wanted to bring to your attention a practical problem with Oregon City Municipal Code 17.54.100, particularly regarding issues related to the inconsistent enforcement of this section of the Code.

Background:

I've lived in Oregon my entire life and moved to Oregon City 3 years ago because I fell in love with the community. I purchased my forever home at 19059 Leland Road just over a year ago. I love the community and feel like I have found my home. I work hard to maintain my home and yard, including upgrading the fencing several months ago. When I started my fence project, I installed a fence that was consistent in height and appearance of the existing fences in my neighbors, and the entire neighborhood. Several months after completing my fence project I received a Code Violation notice from the City that, frankly, defies logic and basic commonsense.

Code History:

Oregon City Code 17.54.100 sets out parameters and guidance for fences, with guidance on allowed height and setback limits. After receiving the Code Violation notice I submitted a public records request because I wanted to understand the reasons for the stated height and setback limits. I was promptly provided volumes of history on the Fence Code by Jakob Wiley of the Office of the City Recorder. Based on my review, the Fence Code was adopted as part of an updated comprehensive plan completed by the City in 2004. The information provided by Mr. Wiley, however, did not contain any discussion or insight into the underlying reasons that were relied on to justify the limits set forth in the Fence Code. The fact that the Fence Code is included in Section 17.54 – Supplemental Zoning Regulations – instead of the “buildings and construction” section of the Code gives some indication that the Fence Code was adopted primarily for reasons unrelated to construction safety. That said, the Fence Code does contain a section that reference traffic safety – subsection 5 states that Property owners shall ensure compliance with the traffic sight obstruction requirements in Chapter 10.32 of the Oregon City Municipal Code. Other than this important safety issue, the Fence Code is in place, it seems, for aesthetic reasons.

Complaint: As stated above, I built my fence to be consistent with my neighbors and the neighborhood. After completing my fence, one of my neighbors apparently filed a code violation complaint with the City asserting a technical violation with Section 17.54.100 of the Code. To my knowledge, the complaint did not assert any safety concerns or aesthetic/view impact but was made instead solely due to ulterior harassment that is not relevant to this matter. The complaint consisted merely of a technical violation of the Code, in that:

1. My setback was less than 40 feet from the public right of way required by the Code (mine is 15 feet); and
2. The height of my fence is 8 feet on the back portion of my house – an area not adjacent to the complaining neighbor.

The Code does provide exceptions that allow for fences on the side and back of the house, like mine, to be 8.5 feet. Where my 8 feet fence runs, the adjacent neighbors have fences that are as tall/taller than mine because they meet the exceptions set out in Section 17.54.100 (2) because they have retaining walls. The absurd outcome – my neighbors (who have not complained about my fence) can have an 8.5 foot fence but my fence – right next to it – under the Code has to be 6 feet tall because I do not have a retaining wall. Most importantly, my fence – as constructed – is consistent with the neighborhood, is shorter than my neighbor's fences – which my fence abuts – but is yet too tall under the Code.

Options/Variance: I have worked with the very helpful City employees to understand what my options were. Molly Gaughran, an Assistant Planner, and other members of the City team have been great, but ultimately explained that even though they could not articulate any safety or aesthetic issue with my fence as built, a complaint had been made and it appeared – in their strict interpretation of the Code – that their hands were tied. When I inquired why fences throughout my neighborhood – which I reviewed and relied on to build my new fence – that also were in technical violation of the Code remained in place, they explained that due to funding and staff limitations, they only enforce violations when a complaint is filed. The result: the City will enforce a Code violation based on a complaint only, resulting in a violation being issued to a specific resident while technical violations of each house around it – even though acknowledged by the City – are ignored because no complaint has been filed. The only “fix” other than removing the fence I spent time, effort and material resources building is to file for a variance with the City, a process that is geared toward large developers and construction firms and is prohibitively expensive.

Problem:

According to Mr. Wiley, there are only 5 current Fence Code violations currently open and being enforced by the City – all based complaints filed by citizens. The complaint form does not require a citizen to provide a reason for the complaint other than identify a technical violation. There is no requirement to include safety concerns, aesthetic problems – or any reason – for the complaint. I appreciate the limited resources that make proactive Code enforcement impossible, and that leaves it to citizens to report violations and, then, for the City to dutifully follow up. My concern – and what is impacting my property and life – is that this process is rife for abuse, allowing disgruntled and seemingly mentally unwell individuals to weaponize the complaint process solely for harassment purposes. In my situation, there is no safety or aesthetic complaints raised, and the City employees and inspectors seem to concede that: 1) my fence, as built, does not put public safety at risk and is in line with the neighborhood aesthetic, and 2) that the technical violations exist throughout my neighborhood and the City.

Solution:

Again, I appreciate that Code enforcement relies primarily on citizens to report issues. The problem with this approach is that some citizens will abuse this important public function for purposes of harassment – as in my case. To solve this problem, I propose:

1. For complaints related to “Zoning”, the form must require a resident to specify the reason for a safety/aesthetic or other material impact for the complaint.
2. For Zoning complaints, a City inspector would have discretion to assess the reason for the complaint and make decision on whether enforcement is warranted.

Given the City cannot proactively enforce the Fence Code due to resource restrictions, this approach would balance the important need for citizens to bring problems to the attention of the City while allowing City employees to assess the veracity/merit of the complaint in determine whether strict Code enforcement is required for legitimate safety/aesthetic issues, thereby sifting out complaints that are filed by disgruntled/unhappy neighbors from technical code violations that are consistent with the existing neighborhood and have not material impact on any resident’s enjoyment.

Request:

There are only five open Fence Code violations being reviewed by the city. I ask that these enforcement actions be stayed while the City Council reviews this matter and considers my proposal. I am available and happy to provide the City Council with testimony, pictures to illustrate and support my position and more information as it reviews this matter. This would allow my fence to stay in place while reasonable review and due process are afforded. The stay would not apply to any open violation that a city inspector determines must be corrected due to safety issues.

I appreciate your attention to this matter.

Warm Regards,

Vanessa Dichari

Sent from [Mail](#) for Windows



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 11/15/2023

SUBJECT:

OLCC: Liquor License Application – Winery: 2nd Location, Corcilla Cellars LLC, 721 Main St., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Corcilla Cellars LLC, 721 Main St., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Winery 2nd Location license for Corcilla Cellars LLC.

BACKGROUND:

The Oregon City Police Department ran a background check on Cassandra Beldowicz, and she is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Corcilla Cellars – Oregon City
2. Deny the OLCC Application for Corcilla Cellars – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
☐ Caterer
☐ Public Passenger Carrier
☐ Other Public Location
☐ For Profit Private Club
☐ Nonprofit Private Club

Winery

- ☐ Primary location
 Additional locations: ☒ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
 Additional tasting locations: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City OR County name: (not both)

(Please specify city **OR** county)

Date application received:

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
☐ Recommend this license be denied
☐ No Recommendation/Neutral

 Printed Name

 Date

 Signature

Corcilla Cellars

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:
Corcilla Cellars LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
Corcilla Cellars

Premises street address (The physical location of the business and where the liquor license will be posted):
721 Main Street

City:
Oregon City

Zip Code:
97045

County:
Clackamas

Business phone number:
360-888-5165

Business email:
cassandra@corcilla.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]):
13818 SE Tenino St

City:
Portland

State:
OR

Zip Code:
97236

Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

- ☐ Make changes regarding this license/application on my behalf.
☐ Sign application forms regarding this license/application on my behalf.
☐ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:

Phone number:

Email:

Mailing address:

City:

State:

Zip Code:

Please note: liquor license applications are public records.

OLCC Liquor License Application (Rev. 8.29.23)

LIQUOR LICENSE APPLICATION

Page 3 of 4

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

Application Contact Name:
Cassandra Beldowicz

Phone number:
3608885165

Email:
cassandra@corcilla.com

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

Corcilla Cellars

OLCC Liquor License Application (Rev. 8.29.23)

LIQUOR LICENSE APPLICATION

Corcilla Cellars

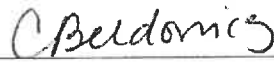
Page 4 of 4

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Cassandra Beldowicz



20 Oct 2023

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 11/15/2023

SUBJECT:

Miscellaneous Contract and Agreement No. 73000-00019224 with the Oregon Department of Transportation for the Oregon City Quiet Zone

STAFF RECOMMENDATION:

Authorize approval of the Miscellaneous (Misc.) Contract and Agreement No. 73000-00019224 with the Oregon Department of Transportation (ODOT) for the Oregon City Quiet Zone Project (CI 22-015).

EXECUTIVE SUMMARY:

Oregon City was awarded the United States Department of Transportation (USDOT) Earmark 2022 for safety improvements. These federal funds will provide safety improvements and establish a quiet zone at the 10th & 11th Street railroad crossings. This intergovernmental agreement (IGA) outlines the delivery of this federally funded project by ODOT.

BACKGROUND:

Staff have been working on implementing a railroad quiet zone in the Oregon City downtown area for several years. Through this work, staff identified two public grade crossings in downtown Oregon City (at 10th Street/Singer Hill and 11th Street) as possible quiet zone locations.

A "Quiet Zone" is a dedicated area where railroads are directed to cease the routine sounding of train horns when approaching public rail line crossings, though horns may still be used in emergency situations. At-grade crossings, within quiet zones, will still be required to be equipped with standard flashing signals, gates and audible bells.

Currently, under the Code of Federal Railroad Regulations (CFR) Train Horn Rule, locomotive engineers must sound a train's horn in advance of all public grade crossings. The sounding of the horn is required to be at least 15 seconds, and no more than 20 seconds, in advance of all public grade crossings. The horn must be sounded in

a standardized pattern of 2 long, 1 short, and 1 long blasts. This Train Horn Rule provides an opportunity for cities to mitigate the effects of train horn noise by establishing quiet zones.

Quiet zones are established by the local governments who are required to mitigate the increased risk caused by the absence of train horns. Local governments must work in cooperation with the railroad (who own the track) and the appropriate state and federal transportation authorities to assemble a diagnostic team. This team works to assess the risk of collision at each grade crossing, where proposed sites will cease train horn use.

In early 2021, staff were made aware of a Community Project Funding opportunity. The Oregon City Downtown Quiet Zone Project fit the funding criteria and was identified as a good candidate; therefore, a Community Project Funding Request was submitted to Oregon Congressman Schrader. Utilizing the concept work (completed in 2019), staff updated the cost estimate, based on inflation costs and the need for ODOT to deliver a federally funded transportation project. The updated cost was submitted for the Congressional Funding Request of \$2.6 million in mid-April 2021. This cost included the federal funding request of \$2 million and a local funding match (by the City) of \$600,000 for the project. In late April, Congressman Schrader shared his list of ten important community projects in Oregon's 5th District, which included the Oregon City Quiet Zone.

The City Quiet Zone Project is described as follows, "The funding would be used for design and construction of a Quiet Zone. For many years the City has been working on ways to establish a railroad quiet zone in historic Downtown Oregon City. The zone would foster prosperous economic development, and the community and surrounding area would see several benefits: crossing improvements to create safer at-grade railroad crossings for people driving, walking and biking; fostering development of creative live/work opportunities in downtown Oregon City, part the Oregon City Regional Center; additional businesses attracted to downtown Oregon City through improved quality of life from reduced noise levels; and improved access to the Oregon City Transit Center, which would encourage ridership and reduce car trips by allowing people to live near where they work."

The Oregon City Quiet Zone was ultimately included in the package of projects receiving funding in the House of Representatives (HR) 4550 – Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2022.

Oregon City is not certified to deliver federally funded projects; therefore, an IGA is necessary to complete this work. This IGA lays out ODOT's delivery of this federally funded project, on behalf of the City. The total project cost is estimated at \$2,600,000. The local match for this project is \$600,000.

Federal funds for this Project shall be limited to \$2,000,000.00. The City shall be responsible for all remaining costs, including any non-participating costs, all costs more than the federal funds, and the \$600,000 match for all eligible costs. Any unused funds obligated to this Project will not be paid out by the State and will not be available for use by the City for this Agreement or any other projects. "Total Project Cost" means the

estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

In 2022 the City Commission allocated American Rescue Plan Act (ARPA) funding for the local match which is included in the City's 2023-2025 Adopted Biennial Budget (in the Transportation Fund). Funding necessary beyond the \$2,000,000 federal limit, if required is a mandated obligation, and the source of funding if required will be brought before the City Commission.

OPTIONS:

1. Authorize the City Manager to execute the Misc. Contract and Agreement.
2. Deny the Misc. Contract and Agreement. If the Commission chooses to deny the Miscellaneous Contract and Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$600,000

FY(s): 2021/2022

Funding Source(s): Transportation Fund

ATTACHMENTS:

1. ODOT Misc. Contracts and Agreement No. 73000-000119224 (18 pages)

**ODOT Delivered Federal Project
On Behalf of City of Oregon City
Project Name: Oregon City Quiet Zone
Key Number: 23491**

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the City of Oregon City, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. The 10th and 11th Street railroad crossings are a part of the city street system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the USDOT Earmark 2022, and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the Oregon City Quiet Zone railroad crossing improvements at 10th street and 11th street in Oregon City on behalf of Agency, hereinafter referred to as "Project." Project includes improved pedestrian and traffic safety elements at two railroad crossings. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$2,600,000.00, which is subject to change. Federal funds for this Project shall be limited to \$2,000,000.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon

approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

- f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
 - a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. **Americans with Disabilities Act Compliance:**

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
- 7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
- 8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
- 9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
- 10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
- 11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
- 12. Agency and State 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.
- 13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be

affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 6.c (ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Project Manager for this Project is Mahasti Hastings, 123 Flanders Street, Portland, Oregon, Mahasti.V.HASTINGS@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Project Manager for this Project is Dayna Webb, City Engineer, City of Oregon City, PO Box 3040, 13895 Fir Street, Oregon City, Oregon 97045; 971-204-4633, dwebb@orc.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23491) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF OREGON CITY, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Dayna Webb, City Engineer
City of Oregon City, PO Box 3040,
Oregon City, Oregon 97045
971.204.4633
dwebb@orcitey.org

State Contact:

Mahasti Hastings, Project Manager
123 Flanders Street
Portland, Oregon
503.731.8595
Mahasti.V.HASTINGS@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
MacGregor Lynde

Date _____

By _____
Rian Windsheimer

Date _____

APPROVAL RECOMMENDED

By _____
Scott Cramer, State Traffic Roadway
Engineer

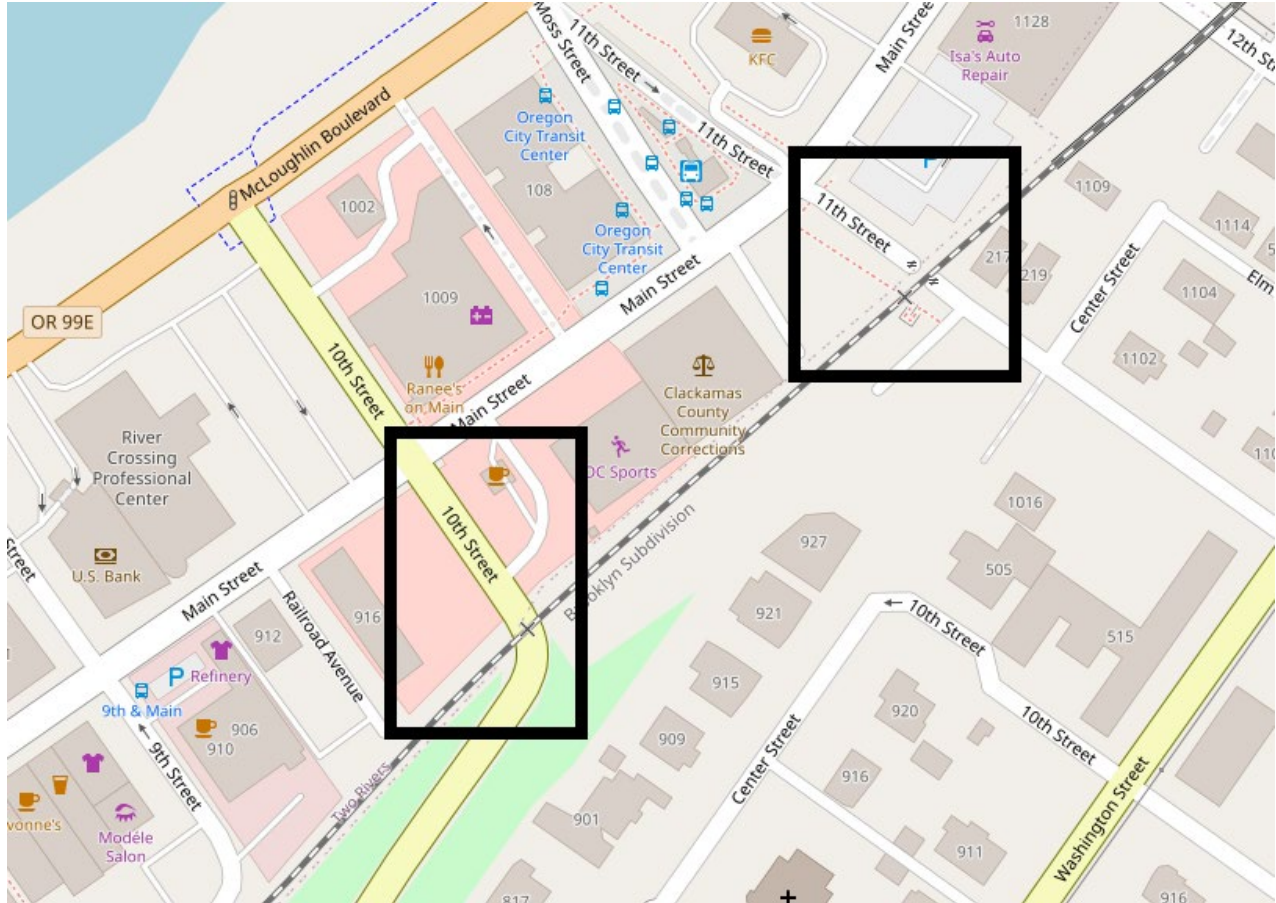
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General (If Over
\$150,000)

Date _____

EXHIBIT A – Project Location Map



**ATTACHMENT NO. 1 to AGREEMENT NO. 19224
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 10 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief Shaun Davis

Agenda Date: 11/15/2023

SUBJECT:

Youth Opioid Prevention Grant Program Committee Evaluation and Award Announcement

STAFF RECOMMENDATION:

Award 2023-2024 Youth Opioid Prevention Grant Program Applicant

EXECUTIVE SUMMARY:

On September 12, 2023, staff presented the Youth Opioid Prevention Grant Program opportunity guidelines and application to the City Commission during the Work Session and received directions on implementation.

After the Commission's suggestions were incorporated, the grant was advertised from October 1 – October 31. One application was received from Oregon City Together.

BACKGROUND:

During the 2023-2025 Budget Hearings, the Oregon City Budget Committee earmarked \$40,000 each year for the 2023-2025 biennium budget for a Youth Opioid Prevention Grant Program.

Grant guidelines and an application were created to focus on youth opioid prevention programs.

The Youth Opioid Prevention Grant Program (YOPGP) supports efforts in Oregon City to discourage or prevent youths within our community from the misuse of opioids and prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies, which will improve our community's overall quality of life by investing in programs that focus directly on our youth.

The goals of the projects or programs that receive support through this grant must focus on prevention of misuse of opioids and prevention of overdose deaths and other harms, as outlined in the Opioid Settlement Agreements, List of Opioid Remediation Uses.

After the grant application period ended, a grant evaluation committee reviewed the submission and evaluated the grant program proposed by Oregon City Together. Attached are the application from Oregon City Together and the average evaluation scores provided by the committee.

Overall, the grant evaluation committee was in favor of the grant submitted by OC Together, however, the grant evaluation committee wanted to see two items addressed with their grant application.

- First, the grant evaluation committee would like to see a different way to measure success. The grant evaluation committee would prefer the applicant to do a pre- and post-questionnaire to help measure success along with regular check-ins.
- Second, the grant evaluation committee was not able to accurately determine the budget submitted. The grant evaluation committee would like to see a revised budget from the applicant that demonstrates the stewardship necessary for public investment.

I spoke with the grant applicant about these items and the applicant will be submitting an addendum which addresses the above-mentioned items. The applicant will be present for the commission meeting and available for any questions.

The police department is looking for approval or denial of the grant award to Oregon City Together.

OPTIONS:

1. Approve up to \$20,000 in funding for Oregon City Together's application for the YOPGP.
2. Deny funding for Oregon City Together's application for the YOPGP.

BUDGET IMPACT:

Amount: \$20,000

FY(s): 2023-2024

Funding Source(s): ARPA Funds



Youth Opioid Prevention Grant Program Application

Before filling out this form, please read the Youth Opioid Prevention Grant Program information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required depending upon the proposed project. Limit answers to the space provided.

Title of Project Addressing risk factors for youth substance misuse, including opioids

Organization Oregon City Together/Oregon City School District

Is this a Non-Profit Organization? Yes ☐ No ☒

Non-Profit Federal tax-exempt ID Number _____

Address 1417 12th Street

City, State, Zip Oregon City, OR 97045

Project Coordinator Anne Haynes Phone 503-707-5177

Email anne.haynes@orecity.k12.or.us

Chairperson of Governing Board (If Applicable) _____

Phone _____

Signature Anne Haynes

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the PROPOSED BUDGET at the end of this document*****

Amount totals from that sheet should match this table.

Grant Amount Requested:	\$20,000
+ Matching Funds (Cash):	\$ 2,500
+ In-Kind Matching Funds (See question #15):	\$ 15,850
= Total Cost of Project:	\$38,950

Proposal Information

1. Have you received a similar grant or a city-sponsored grant in the last 3 years?

Yes ☒ No ☐

If yes, please describe the projects/programs for which you received funding.

Oregon City Together received a Metro Enhancement Grant from the city of Oregon City in 2023. This grant is being used to increase awareness of the dangers of fentanyl and fake pills among youth, young adults and their families living in Oregon City.

2. If you received a similar or city-sponsored grant, what is the status of the project?

The fentanyl awareness project is active. The community work group organized by OCT is developing and implementing a multi-pronged "Connect to Protect" awareness campaign. Its most recent planning meeting was October 18, 2023.

3. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes ☒ No ☐

If yes, please explain.

We will be requesting funds for future phases. Strategies to prevent youth substance use, including opioids, must be ongoing because opioids and other harmful substances are an ever-evolving landscape and continue to be accessible in our community; exposing new youth every year to the harm and risks of early drug use.

During this short first phase, OCT and its partners will leverage our already-established community collaboration to engage diverse youth in the prevention process. Future phases will build on this solid foundation.

To prepare for a possible pilot project during the next phase, a facilitator will be trained in the Blues Program, a school-based group intervention developed by the Oregon Research Center, that aims to improve youth mental health. It is a Blueprints for Healthy Youth Development Certified Model program that has undergone intensive research to become certified.

As much as resources allow, OCT strives to deliver a tiered program – providing broad-based skills and supports to all youth (e.g., all students in a grade or a school) with more intensive resources for youth with risk factors or early signs and symptoms of substance use or mental health problems.

4. Briefly describe the project/program for which you are requesting funds.

Oregon City Together is seeking \$20,000 of opioid settlement funds to develop and implement an evidence-based project to reduce risks and increase protective factors related to youth substance use. These factors are the same whether the substance is fentanyl or another opioid, marijuana, alcohol or tobacco.

The primary risk factors the project will address are poor mental health (stress, anxiety and depression) Research (see 5) shows that students with poor mental health are considerably more likely than other students to self-medicate with drugs, including opioids. Prevention strategies for youth are strengthened when they involve and engage youth as equal partners ultimately providing benefits for both the program and the involved youth. Thus, the primary element of the OCT project is a community-wide mental health promotion effort developed by youth for youth.

Specifically, OCT will support students at the Oregon City Service Learning Academy (OCSLA) to develop a mental health promotion campaign that will be shared and conveyed to all Oregon City high school and middle school students as well as their parents and caregivers. OCSLA was chosen primarily because of its emphasis

combining academic classroom curriculum with meaningful work and community service experiences. A national youth trainer based in Eugene, Nigel Wrangham, is partnering with OCT to provide youth leadership training. The campaign will seek to increase understanding of mental health, strengthen coping skills, provide practical how-to tools and increase supportive resources. Depending on what the students want to do, it may also include advocacy.

3 Considering OCSLA students as resources/partners will strengthen protective factors for these students. These factors include understanding of mental health, caring adults, positive peer groups, strong sense of self, self-esteem, engagement in school and connection to the community. OCT and its partners will keep working with OCSLA students after this first phase to support their progress. General elements of the project include:

In-school program.

OCSLA student engagement, input and leadership training- November to June 2024

Blues Program facilitator training- December 2023

Mental health promotion campaign research, development and testing -February to March 2024

Campaign rollout -May 2024

Acknowledge student success-June 2024

Evaluation- June 2024

5. Describe why this project/program was selected and the community need(s) to which it will respond.

OCT chose primary prevention as its focus. While harm reduction is certainly critical during the acute stage of the opioid epidemic, we want to address several root causes of youth substance use to prevent the tragic cost, in both social, financial and human terms, of opioid addiction, overdose, poisoning and death. According to a federal cost-benefit analysis, in-school prevention programs could save an estimated \$18 per \$1.00 invested.

Effective substance use prevention is about reducing risk factors and increasing protective factors. With this proposed project, Oregon City Together will address the risk factors of youth stress, anxiety and depression. We chose these risk factors because there is an unmet need for youth mental health services in our community and across Oregon. There is a strong correlation between poor mental health and early drug use.

We will increase the protective factors of: youth having the awareness and skills to address their own stress and anxiety; parents/caregivers with the awareness and capacity to better support their child's mental health; and reduced stigma about seeking support and help. OCSLA students involved in the OCT project will benefit from increasing additional protective factors such as Considering OCSLA students as resources/partners will add protective increased connecting to the community, positive peer group, increased self esteem, and improved communications and leadership skills.

● According to Mental Health America's 2023 data Oregon ranks 51 among all states for poor youth mental health.

● Oregon ranks number 1 in the percentage of population (teens and adults) with past year illicit drug use disorder (National Survey on Drug Use and Health 2021).

● Oregon ranks 1st for percent of population (teens and adults) who reported opioid misuse (NSDUH 2021).

● 73 percent of Oregon City 11th graders reported feeling stressed, anxious and on edge according to the 2022 Oregon Student Health Survey. Research shows that students with poor mental health/anxious/depressed are more likely than other students to self-medicate with drugs. In 2018, the Oregon Health Authority ran a special report for OCT of its 2012 and 2016 Oregon Student Health data.

Students were asked five questions about their mental health (Mental Health Inventory (MHI-5). Those with scores at or above the cut off score of 21 (labeled = > 21), which is considered an indicator that the youth may be experiencing a mental health concern that requires further assessment. See attachment Table A

It's no wonder that Oregon City students are concerned as evidenced by the city's recent youth-developed Mental Health Resource Fair.

6. Identify and describe how this proposal meets one or more of the goals for funding (select all that apply).

GOALS TO PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Media campaigns to prevent youth opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence for youth.
3. Drug take-back disposal or destruction programs.
4. Evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
5. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Community-based education or intervention services for families, youth, and adolescents at risk for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) conditions.
7. Evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
8. Greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

GOALS TO PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, or community navigators and outreach workers.
2. Training and education regarding naloxone and other drugs that treat overdoses for overdose patients, patients taking opioids, families, schools, and community support groups.

7. List by item number(s) from Question 6 and describe in detail how the project meets each goal. (Use additional pages if needed)

OCT's proposed project fits well into the approved uses of opioid settlement funding. The primary element of the project is a mental health promotion effort developed by youth for youth. Specifically, OCT will support students at the Oregon City Service Learning Academy to develop an awareness campaign to be shared and conveyed to all Oregon City high school and middle school students as well as their parents and caregivers. The campaign and its in-school strategies will seek to reduce several risk factors that can cause youth to self-medicate with drugs, including opioids. It will provide coping skills, practical how-to tools and supportive resources for students, and their parents/caregivers.

1. Media campaign/awareness campaign. OCT's project includes a youth-supported campaign to promote youth mental health. The campaign will focus on awareness of how to cope and reduce risk factors (stress, anxiety and depression) that can cause youth to self-medicate with drugs, including opioids. The campaign's promotional mix will include earned and social media. The campaign will include school-based strategies to increase its effectiveness – please see 4 and 5.
2. Public education. The above-mentioned media/awareness campaign will include practical how-to tools and supportive resources for parents and caregivers. Strategies aimed at parents will also reach the general public and serve as public education. However, the general public is a tertiary audience of OCT's proposed project. The primary audience is high school and middle school students, and their parents and caregivers. We will seek opportunities in the community and school district to acknowledge the youth leading the charge. This will not only benefit the students by supporting leadership and communication skills, but will also increase public awareness of the project and its importance.
3. Not in the scope of OCT's project.
4. In-school evidence-based strategies. Programs are strengthened when they involve and engage youth as equal partners ultimately providing benefits for both the program and the involved students. OCT's project will support students at the Oregon City Service Learning Academy (OCSLA) to develop the media/awareness campaign for all high school and middle school students. Considering OCSLA students as partners will add protective factors for these students. These factors include caring adults, positive peer groups, strong sense of self, self-esteem, engagement in school and connection to the community.
5. Programs that have demonstrated effectiveness in preventing youth substance use including opioid misuse. Exhibit E created by the Oregon Opioid Settlement Prevention Treatment and Recovery Board includes the approved uses of settlement funds. The Oregon City Police Department likely used this document to develop its current request for proposals. However, OCPD did not include the approved use – "Funding community anti-drug coalitions that engage in drug prevention efforts." This use was included in Oregon's Exhibit E (#5 under Prevention) because working with community coalitions like OCT has proven to be effective.

For example, OCT work helped reduce the 30-day use of marijuana and alcohol among 6th, 8th and 11th graders between 2018 and 2022 as reported in the Oregon Student Health Survey. The 2022 Annual OCT Parent Survey showed a significantly-increased awareness of the dangers of fentanyl/fake pills – thank you OCPD for its partnership in this critical endeavor. Generating community capacity and support is part of why anti-drug coalitions are effective. Additionally, OCT proposes to provide limited staff training in the Blues Program, an evidence-based nationally-certified model program to support mental health and reduce substance use. Here is some of its research.

6. Community-based education for at-risk youth. The Blues Program is intended to actively engage high school students with depressive symptoms or at risk of major depression. The program includes 6 weekly one-hour group sessions of 4-8 teens and home practice assignments. Weekly sessions focus on building group rapport and increasing participant involvement in pleasant activities (all sessions), learning and practicing cognitive restructuring techniques (sessions 2-4), and developing response plans to future life stressors (sessions 5-6). In-session exercises require participants to apply skills taught in the program. Home practice assignments are intended to reinforce the skills taught in the sessions and help participants learn how to apply these skills to their daily life. We hope to pilot this outstanding program at OCSLA in 2024-2025. The limited funding in this grant proposal does not allow for implementation at this time. However, we have included staff training to prepare for future phases.

7. Evidence-informed programs to address mental health needs of young people who may be at risk of misusing opioids or other drugs. That's what this OCT proposal is all about – promoting youth mental health! We are proposing a multi-pronged tiered approach to increase effectiveness.

- Youth-led awareness campaign to reach all Oregon City high school and middle school students. We need to assume that all youth are at risk in varying levels.
 - Partnership with OCSLA students to develop and implement the awareness effort. This strategy will increase protective factors to help this group be more resilient.
 - Staff training in the Blues Program to build the foundation to meet the mental health needs of high-risk students.
- 8: Greater access to mental health services for young people. This is a huge need but unfortunately cannot be covered well with \$20,000. With that said, we would love to partner with a group of students to support their advocacy efforts. This proposal includes limited funding for youth advocacy training. Additionally, the youth developing the awareness effort may choose to promote apps, like the award-winning Be Strong app, to provide DIY assistance to youth and their families. Harm reduction is not included in this proposal. This proposal focuses on primary prevention strategies. There are many ways besides this funding source that an organization can receive free naloxone and training.

8. Project Period: 7 months

(Number of months in duration)

Beginning Date: November 2023Ending Date: June 2024**9. How will the youth in our community benefit by your project/program? What is the estimated number of people affected and anticipated outcome(s)?**

Learning more about mental health is a proactive approach to reducing substance use and improving youth overall well-being.

Improved Mental Well-being: Education about mental health equips young people with the knowledge and tools to recognize and manage their own mental well-being.

Reduced Stigma: By learning about mental health, youth can help reduce the stigma associated with mental illness. This can lead to a more open and supportive community that encourages individuals to seek help without fear of judgment.

Healthy Coping Mechanisms: Mental health education can teach youth effective coping strategies and stress management techniques. They can learn how to handle difficult emotions, stress, and anxiety in healthier ways, reducing the likelihood of turning to harmful substances or behaviors.

Stronger Interpersonal Skills: Understanding mental health fosters empathy and better communication. Youth can develop stronger interpersonal skills, improving their relationships with peers, family members and teachers. They will be more inclined to support and listen to friends who may be struggling.

Reduction in Risky Behaviors such as Opioid Use: Knowledge about mental health can make youth more aware of the risks associated with certain behaviors, such as substance abuse and self-harm. They are less likely to engage in these behaviors when they understand the potential negative consequences.

Increased Resilience: Mental health education can teach youth about resilience and the importance of bouncing back from setbacks. This prepares them to face life's challenges with a more positive outlook, making them less likely to self-medicate with drugs.

Prevention of Mental Health Issues: By learning about risk factors, protective factors, and early signs of mental health issues, young people and their families can take proactive steps to prevent such issues from arising in the first place.

Better Decision-Making: Understanding mental health can lead to better decision-making in various aspects of life.

Community Support: When youth are educated about mental health, they can contribute to creating a more compassionate and supportive community. They are more likely to advocate for improved mental health services and support networks, which benefits everyone.

There are about 3,500 students in grades 6 to 12 in the Oregon City School District and about 6,000 parents/caregivers.

10. Describe how your project/program will use evidence-based or evidence informed programs or strategies to support your effort?

All strategies in this proposal are evidence-based.

- Addressing specific risk factors.
- Promoting youth mental health to prevent youth substance abuse/opioid misuse.
- Partnering with youth to increase protective factors.
- Funding experienced community anti-drug coalitions to do prevention work.
- Including parents and caregivers.
- Implementing multi-tiered approach – awareness strategies for all youth, enhanced strategies for at-risk youth.
- Supplementing awareness effort with in-school strategies.

11. Briefly describe prior experience managing similar projects, including any past enhancement projects.

The Oregon City Together's experience and expertise will allow the coalition to leverage the City's \$20,000 opioid settlement funding for maximum outcome potential. We have focused on the prevention of youth substance use for more than 12 years. Our members represent the

community sectors of parents, government, education, business, law enforcement, civic organizations, faith-based organizations and youth-serving organizations. Together we have developed, implemented and evaluated awareness campaigns, in-school programs, community events, parent/caregiver outreach, youth advocacy, youth outreach and community relations. Our work helped reduce the 30-day use of marijuana and alcohol among 6th, 8th and 11th graders between 2018 and 2022 as reported in the Oregon Student Health Survey. The 2022 Annual OCT Parent Survey showed a significantly-increased awareness of the dangers of fentanyl/fake pills and OCT headed up the community effort.

12. List anticipated project milestones and dates (e.g., groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities, and events).

Presentation by youth to School Board -February 2024

Campaign Kick-Off Media Event -May 2024

Presentation by youth to Oregon City Commissioners -June 2024

Presentation to the Oregon Opioid Prevention, Treatment and Recovery Board with the purpose of showcasing Oregon City as a model of community success
(This could be youth and commissioners and OCT rep) -June 2024
Involved youth may develop some other ideas.

13. An exit report will be required once the project is complete, per a signed YOPGP Agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e., number of people served; campaigns; disposal/destruction/prevention programs, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Here are the expected outcomes and how they will be measured.

Outcome: Decrease 6th, 8th and 11th grade stress, anxiety and depression by 3 to 5 % by 2025.

Measurement: Oregon Student Health Survey. The survey is every other year.

Outcome: Increase parent/caregiver awareness of youth mental health by 5 % by 2025.

Measurement: OCT Annual Parent Survey, baseline questions will be added to the 2024 survey.

Outcome: Youth group at OCSLA is engaged and active. More than 8 students are involved and receive leadership training.

Outcome: OCSLA youth group shows positive movement in identified protective factors.

Measurement: Before and after surveys.

Other metrics we use to evaluate effectiveness: Reach: How many youth were exposed to the campaign? How many parents/caregivers? Engagement: How many people interacted with the campaign? This will include likes, shares, comments, or clicks. How many youth assisted with the campaign? How many people attended events?

14. List sources for in-kind matching support (e.g., volunteer hours, donations, cash). To estimate the value of donated volunteer time refer to the YOPGP Program Guidelines for current volunteer rate value.

Item	Source of Support	Estimated Value (\$)
PLEASE SEE ATTACHMENT TABLE B		

15. List all grants applied for in support of this project and commitments confirmed to date.

No other grants applied for this project at this time. Confirmed commitments to date. All items listed in #14 are confirmed commitments.

16. What is the percentage of YOPGP funds will be used for administrative costs?

10 %

17. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

Proposed Budget

item	Grant \$	Match funds cash	In-kind	total
Staff Administrative costs	\$2,000	\$2,000	\$500	\$4,500
Graphic design	\$1,000		\$200	\$1,200
Copying/printing	\$1,000		\$1,000	\$2,000
Advertisement/social media ads	\$6,000			\$5,000
Youth Training and Support	\$5,400		\$2,000	\$2,000
Blues Program - staff training and materials	\$3,300			
Event/meeting space			1,850	
Event support/food	\$800			
Transportation/travel costs	\$500			
Angst movie			\$8,500	
Ripple Effect movie			\$800	
Youth incentives		\$500		
Insurance			\$1,000	
Totals	20,000	2,500	15,850	14,700

**BUDGET
TABLE C**

TABLE A

Grade Level	8 th grade		11 th grade	
Indication of Psychological Distress	No (< MHI-521)	Yes (= > MHI-521)	No (< MHI-521)	Yes (= > MHI-521)
Marijuana use in the past 30 days	4.3	16.2	23.7	42.5
At least one alcoholic drink in past 30 days	11.6	45.9	31.5	51.4

Table B

Matching funds and in-kind match.

Item	Source of Support	Estimated Value
Gift cards for youth engagement/cash	Oregon City Optimists	\$500
Youth Leadership Training - \$100 an hour	Nigel Wrangham	\$2,000
Room Use (3X)	End of the Oregon Trail Museum	\$1,050
Art therapy workshop (2X)	<u>Soulflags</u>	\$600
Consultation - \$100 an hour	Mary Rose Foundation	\$1,000
Financial Services	OCT/OCSD	\$2,000
Volunteers 80 hours	OCT	\$2,544
Consultation - \$62 an hour	Pam Wilson	\$620
Meeting space	Oregon City School District/OC SLA	\$800
Printing/copying	OC Community Education	\$1,000
Insurance	Oregon City School District	\$1,000
Staff time	OCT/OCSD	\$2,500
Healthy Futures movies	OCT/OCSD	\$9,300

item	Grant \$	Match funds cash	In-kind	total
Staff Administrative costs	\$2,000	\$2,000	\$500	\$4,500
Graphic design	\$1,000		\$200	\$1,200
Copying/printing	\$1,000		\$1,000	\$2,000
Advertisement/social media ads	\$6,000			\$5,000
Youth Training and Support	\$5,400		\$2,000	\$2,000
Blues Program - staff training and materials	\$3,300			
Event/meeting space			1,850	
Event support/food	\$800			
Transportation/travel costs	\$500			
Angst movie			\$8,500	
Ripple Effect movie			\$800	
Youth incentives		\$500		
Insurance			\$1,000	
Totals	20,000	2,500	15,850	14,700

Item 9a.

BUDGET TABLE C

Page 49



995 South End Road, Oregon City, OR 97045
Telephone: (503) 785-8250

OREGON CITY SERVICE LEARNING ACADEMY

October 18, 2023

Dear Youth Opioid Prevention Grant Selection Committee,

Thank you for allocating opioid settlement funding to help prevent youth opioid drug use. As principal of Oregon City Learning Services Academy, I see students who are battling ongoing and crippling anxiety and depression and despite these challenges, working to find ways to attend school regularly. There is a lack of access in our community to youth mental health services and many of our students are on long waiting lists. In the absence of healthier and more positive resiliency strategies, a large number of students self-report self-medication with drugs as a way to engage with school. It is far too easy for students to obtain drugs from social media and other sources in our community.

The opioid epidemic requires a complex multi-pronged approach – cutting off access to drugs, prevention, harm reduction, treatment, recovery. As a school, many of these strategies are out of our hands but strengthening youth resiliency is something we can do now to prevent addiction, overdose and death.

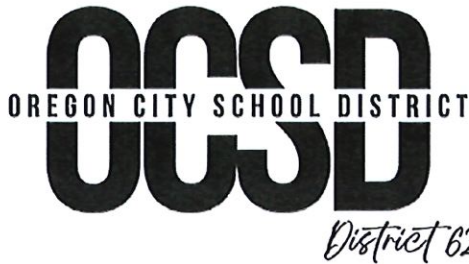
We strongly support Oregon City Together's project. The Oregon City Service Learning Academy is excited to begin working with a group of our students to develop a mental health promotion for all high school and middle school students in Oregon City, as well as their parents and caregivers. This is a wonderful opportunity to strengthen protective factors and build resiliency among our students. It also allows them to develop their potential as leaders and connect to their community – two protective factors right there.

We are committed to making this project a success.
On behalf of our students, thank you.

Sincerely,

Sara Craig
Principal
Oregon City Service Learning Academy





PO Box 2110 (1417 12th St), Oregon City, OR 97045
 Telephone: (503) 785-8000 | Fax: (503) 657-2492

WHERE STUDENTS ARE FIRST.

Dear Youth Opioid Prevention Grant Selection Committee/City of Oregon City,

Thank you for allocating opioid settlement funding to help prevent youth opioid drug use. We are in the middle of a local, state and national crisis, requiring that, as a community, we all work together to benefit youth. Your partnership in helping students thrive will be essential in addressing this crisis.

The school district's vision for every student is that they have the opportunity to pursue their aspirations and achieve success. This vision is simply not possible if they are misusing substances.

The Oregon City Together grant submission is the district's youth opioid prevention grant submission. **As the coalition's fiscal agent, we are the same.**

The Oregon City Together Coalition/Oregon City School District is uniquely positioned to leverage opioid settlement funds. The coalition has focused on youth substance use prevention in Oregon City for over 12 years. During this time, its evidence-based data-driven strategies have produced excellent results. For example, according to the most recent Oregon Student Health Survey, Oregon City 6th, 8th and 11th graders' use of marijuana and alcohol have been reduced between 2018 and 2022. The risks and protective factors for youth substance use are the same, whether the substance is alcohol, marijuana or an opioid, so OCT's experience and expertise will apply to this newest crisis.

I am especially pleased OCT's proposal includes many opportunities for student engagement and input. These student voices will be critical to its success.

As additional settlement funding continues to be paid out during the next 18 years, we encourage the city to keep investing a percentage of it in prevention. Prevention can have [long-term benefits](#) and save \$18 for every dollar invested, per a [federal analysis](#).

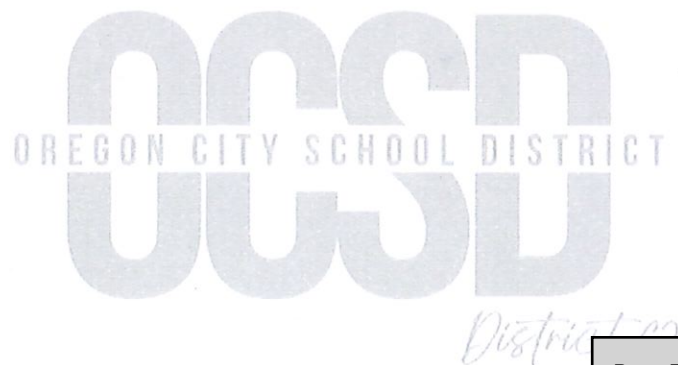
Your investment in student well-being is much appreciated. Thank you for considering our Oregon City School District 62/Oregon City Together Youth Opioid Prevention Grant submission.

Sincerely,



Dayle Spitzer

Superintendent, Oregon City School District 62



Mary Rose Foundation
503 Main Street
Oregon City, OR 97045

October 18, 2023

Dear Youth Opioid Prevention Grant Selection Committee,

Thank you for allocating opioid settlement funding to help prevent youth opioid drug use. As a member of the Oregon City Together Coalition, we feel that prevention work is key to facing the opioid epidemic and reducing youth substance use. Our preference is that interventions are supported as compared to other methods such as harm reduction when youth are already in trouble.

The Mary Rose Foundation is pleased to support Oregon City Together's proposal. Poor mental health is closely correlated to youth substance abuse, yet Oregon's behavioral health services are totally insufficient to meet the needs of our youth and their families. By addressing the root causes of issues such as depression and anxiety, any number of maladaptive behaviors can be avoided.

Our organization works to support youth physical and mental health. Preemptive efforts to educate and support young people in making healthy choices can have a significant positive impact on the well-being of young individuals, reducing social and economic costs, and promoting a safer community in the long run.

We look forward to supporting this collaborative community effort.

Sincerely,

Heidi Blackwell, EdD
Director of Education
Mary Rose Foundation

**Youth Opioid Prevention Grant Program
Proposal Score Sheet**

Applicant: Oregon City Together

Project: Addressing Risk Factors for Youth Substance Misuse, Including Opioids

1)	Describe why this project/program was selected and the community need(s) to which it will respond.	Average
	Does the applicant adequately explain why the project was selected and the community need(s) that it will address? (Select a score 1-5)	4.20
2)	The applicant stated that the proposed project would meet one or more of the following Prevention Grant Goals:	
	Prevention of Misuse of Opioids	
	1) Media campaigns to prevent youth opioid misuse.	
	2) Corrective advertising or affirmative public education campaigns based on evidence for youth.	
	3) Drug take-back disposal or destruction programs.	
	4) Evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.	
	5) School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.	
	6) Community-based education or intervention services for families, youth, and adolescents at risk for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) conditions.	
	7) Evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.	
	8) Greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.	
	Prevention of Overdose Deaths and Other Harms (Harm Reduction)	
	1) Provide increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, or community navigators and outreach workers.	
	2) Training and education regarding naloxone and other drugs that treat overdoses for overdose patients, patients taking opioids, families, schools, and community support groups.	
	Based on the applicant's description of their project, does the project respond to the selected YOPGP goal(s)? (Select a score 1-5)	3.80
3)	How will the youth in our community benefit by the project/program? What is the estimated number of people affected and anticipated outcome(s)?	
	Does the proposed project positively impact Oregon City's youth based upon the applicant's description? (Select a score 1-5)	4.60
4)	How with the project/program use evidence-based or evidence-informed programs or strategies to support the effort?	
	Does the proposed project positively impact Oregon City's youth based upon the applicant's description? (Select a score 1-5)	3.80
5)	Briefly describe prior experience managing similar projects, including any past projects.	
	Has the applicant described the team's ability to successfully manage the proposed project? (Select a score 1-5)	4.00
6)	Describe the measurements you will use to assess the program/project effectiveness? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.	
	Do the proposed measurements effectively gauge the project's impact? (Select a score 1-5)	2.80
7)	Proposed Budget	
	Based on the proposed budget, does the applicant have sufficient resources to successfully implement the project within the required timeframe? (Select a score 1-5)	3.80
SCORE (total possible points 35)		27.00
PERCENTAGE		77%



OREGON CITY

Item 9a.

Police Department

1234 Linn Avenue | Oregon City OR 97045

Ph (503) 905-3501 | Fax (503) 655-0530 | Non-Emergency Police Dispatch: (503) 655-8211

Youth Opioid Prevention Grant Program Application

Before filling out this form, please read the Youth Opioid Prevention Grant Program information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required depending upon the proposed project. Limit answers to the space provided.

Title of Project Addressing risk factors for youth substance misuse, including opioids

Organization Oregon City Together/Oregon City School District

Is this a Non-Profit Organization? Yes ☐ No ☒

Non-Profit Federal tax-exempt ID Number

Address 1417 12th Street

City, State, Zip Oregon City, OR 97045

Project Coordinator Anne Haynes Phone 503-707-5177

Email anne.haynes@orecity.k12.or.us

Chairperson of Governing Board (If Applicable)

Phone

Signature Anne Haynes

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the PROPOSED BUDGET at the end of this document*****

Amount totals from that sheet should match this table.

Grant Amount Requested:	\$20,000
+ Matching Funds (Cash):	\$^{2,500}
+ In-Kind Matching Funds (See question #15):	\$^{15,850}
= Total Cost of Project:	\$38,350

Proposal Information

1. Have you received a similar grant or a city-sponsored grant in the last 3 years?

Yes ☒ No ☐

If yes, please describe the projects/programs for which you received funding.

Oregon City Together received a Metro Enhancement Grant from the city of Oregon City in 2023. This grant is being used to increase awareness of the dangers of fentanyl and fake pills among youth, young adults and their families living in Oregon City.

2. If you received a similar or city-sponsored grant, what is the status of the project?

The fentanyl awareness project is active. The community work group organized by OCT is developing and implementing a multi-pronged "Connect to Protect" awareness campaign. Its most recent planning meeting was October 18, 2023.

3. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes ☒ No ☐

If yes, please explain.

We will be requesting funds for future phases. Strategies to prevent youth substance use, including opioids, must be ongoing because opioids and other harmful substances are an ever-evolving landscape and continue to be accessible in our community; exposing new youth every year to the harm and risks of early drug use. During this short first phase, OCT and its partners will leverage our already-established community collaboration to engage diverse youth in the prevention process. Future phases will build on this solid foundation. To prepare for a possible pilot project during the next phase, a facilitator will be trained in the Blues Program, a school-based group intervention developed by the Oregon Research Center, that aims to improve youth

4. Briefly describe the project/program for which you are requesting funds.

Oregon City Together is seeking \$20,000 of opioid settlement funds to develop and implement an evidence-based project to reduce risks and increase protective factors related to youth substance use. These factors are the same whether the substance is fentanyl or another opioid, marijuana, alcohol or tobacco. The primary risk factors the project will address are poor mental health (stress, anxiety and depression) Research (see 5) shows that students with poor mental health are considerably more likely than other students to self-medicate with drugs, including opioids.

Prevention strategies for youth are strengthened when they involve and engage youth as equal partners ultimately providing benefits for both the program and the involved youth. Thus, the primary element of the OCT project is a community-wide mental health promotion effort developed by youth for youth. Specifically, OCT will support students at the Oregon City Service Learning Academy (OCSLA) to develop a mental health promotion campaign that will be shared and conveyed to all Oregon City high school and middle school students as well as their parents and caregivers. OCSLA was chosen primarily because of its emphasis on academic, classroom curriculum with meaningful work and community service experiences. A national youth trainer based in Eugene, Nigel Whittingham, is partnering with OCT to provide youth leadership training. The campaign will seek to increase understanding of mental health, strengthen coping skills, provide practical how-to tools and increase supportive resources. Depending on what the students want to do, it may also include advocacy.

Considering OCSLA students as resource/partners will strengthen protective factors for these students. These factors include understanding of mental health, caring adults, positive peer groups, strong sense of self, self-esteem, engagement in school and connection to the community. OCT and its partners will keep working with OCSLA students after this first phase to support their progress.

General elements of the project include:
In-school program, OCSLA student engagement, input and leadership training November to June 2024
Blues Program facilitator training December 2023
Mental health promotion campaign research, development and testing February to March 2024
Campaign rollout May 2024
Acknowledge student success June 2024
Evaluation June 2024

5. Describe why this project/program was selected and the community need(s) to which it will respond.

OCT chose primary prevention as its focus. While harm reduction is certainly critical during the acute stage of the opioid epidemic, we want to address several root causes of youth substance use to prevent the tragic cost, in both social, financial and human terms, of opioid addiction, overdose, poisoning and death. According to a federal cost-benefit analysis, in-school prevention programs could save an estimated \$18 per \$1.00 invested. Effective substance use prevention is about reducing risk factors and increasing protective factors. With this proposed project, Oregon City Together will address the risk factors of youth stress, anxiety and depression. We chose these risk factors because there is an unmet need for youth mental health services in our community and across Oregon. There is a strong correlation between poor mental health and early drug use

6. Identify and describe how this proposal meets one or more of the goals for funding (select all that apply).

GOALS TO PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Media campaigns to prevent youth opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence for youth.
3. Drug take-back disposal or destruction programs.
4. Evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
5. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Community-based education or intervention services for families, youth, and adolescents at risk for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) conditions.
7. Evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
8. Greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

GOALS TO PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, or community navigators and outreach workers.
2. Training and education regarding naloxone and other drugs that treat overdoses for overdose patients, patients taking opioids, families, schools, and community support groups.

7. List by item number(s) from Question 6 and describe in detail how the project meets each goal. (Use additional pages if needed)

OCT's proposed project fits well into the approved uses of opioid settlement funding. The primary element of the project is a mental health promotion effort developed by youth for youth. Specifically, OCT will support students at the Oregon City Service Learning Academy to develop an awareness campaign to be shared and conveyed to all Oregon City high school and middle school students as well as their parents and caregivers. The campaign and its in-school strategies will seek to reduce several risk factors that can cause youth to self-medicate with drugs, including opioids. It will provide coping skills, practical how-to tools and supportive resources for students, and their parents/caregivers.

1. Media campaign/awareness campaign. OCT's project includes a youth-supported campaign to promote youth mental health. The campaign will focus on awareness of how to cope and reduce risk factors (stress, anxiety and depression) that can cause youth to self medicate with drugs, including opioids.

The campaign's promotional mix will include earned and social media. The campaign will include school-based strategies to increase its effectiveness – please see 4 and 5.

2. Public education. The above-mentioned media/awareness campaign will include practical how-to tools and supportive resources for parents and caregivers. Strategies aimed at parents will also reach the general public and serve as public education. However, the general public is a tertiary audience of OCT's proposed project. The primary audience is high school and middle school students, and their parents and caregivers.

We will seek opportunities in the community and school district to acknowledge the youth leading the charge. This will not only benefit the students by supporting leadership and communication skills, but will also increase public awareness of the project and its importance.

3. Not in the scope of OCT's project.

4. In-school evidence-based strategies. Programs are strengthened when they involve and engage youth as equal partners ultimately providing benefits for both the program and the involved students. OCT's project will support students at the Oregon City Service Learning Academy (OCSLA) to develop the media/awareness campaign for all high school and middle school students. Considering OCSLA students as partners will add protective factors for these students. These factors include caring adults, positive peer groups, strong sense of self, self-esteem, engagement in school and connection to the community.

5. Programs that have demonstrated effectiveness in preventing youth substance use including opioid misuse. Exhibit E created by the Oregon Opioid Settlement Prevention Treatment and Recovery Board includes the approved uses of settlement funds. The Oregon City Police Department likely used this document to develop its current request for proposals.

However, OCPD did not include the approved use – "Funding community anti-drug coalitions that engage in drug prevention efforts." This use was included in Oregon's Exhibit E (#5 under Prevention) because working with community coalitions like OCT has proven to be effective.

For example, OCT work helped reduce the 30-day use of marijuana and alcohol among 6th, 8th and 11th graders between 2018 and 2022 as

8. Project Period: 7 months

(Number of months in duration)

Beginning Date: November 2023Ending Date: June 2024**9. How will the youth in our community benefit by your project/program? What is the estimated number of people affected and anticipated outcome(s)?**

Learning more about mental health is a proactive approach to reducing substance use and improving youth overall well-being.

Improved Mental Well-being: Education about mental health equips young people with the knowledge and tools to recognize and manage their own mental well-being.

Reduced Stigma: By learning about mental health, youth can help reduce the stigma associated with mental illness. This can lead to a more open and supportive community that encourages individuals to seek help without fear of judgment.

Healthy Coping Mechanisms: Mental health education can teach youth effective coping strategies and stress management techniques. They can learn how to handle difficult emotions, stress, and anxiety in healthier ways, reducing the likelihood of turning to harmful substances or behaviors.

Stronger Interpersonal Skills: Understanding mental health fosters empathy and better communication. Youth can develop stronger interpersonal skills, improving their relationships with peers, family members and teachers. They will be more inclined to support and listen to friends who may be struggling.

Reduction in Risky Behaviors such as Opioid Use: Knowledge about mental health can make youth more aware of the risks associated with certain behaviors, such as substance abuse and self-harm. They are less likely to engage in these behaviors when they understand the potential negative consequences.

Increased Resilience: Mental health education can teach youth about resilience and the importance of bouncing back from setbacks. This prepares them to face life's challenges with a more positive outlook, making them less likely to self-medicate with drugs.

Prevention of Mental Health Issues: By learning about risk factors, protective factors, and early signs of mental health issues, young people and their families can take proactive steps to prevent such issues from arising in the first place.

Better Decision-Making: Understanding mental health can lead to better decision-making in various aspects of life.

Community Support: When youth are educated about mental health, they can contribute to creating a more compassionate and supportive community. They are more likely to advocate for improved mental health services and support networks, which benefits everyone.

There are about 3,500 students in grades 6 to 12 in the Oregon City School District and about 6,000 parents/caregivers.

10. Describe how your project/program will use evidence-based or evidence informed programs or strategies to support your effort?

All strategies in this proposal are evidence-based.

Addressing specific risk factors.

Promoting youth mental health to prevent youth substance abuse/opioid misuse.

Partnering with youth to increase protective factors.

Funding experienced community anti-drug coalitions to do prevention work.

Including parents and caregivers.

Implementing multi-tiered approach – awareness strategies for all youth, enhanced strategies for at-risk youth.

Supplementing awareness effort with in-school strategies.

11. Briefly describe prior experience managing similar projects, including any past enhancement projects.

The Oregon City Together's experience and expertise will allow the coalition to leverage the City's \$20,000 opioid settlement funding for maximum outcome potential. We have focused on the prevention of youth substance use for more than 12 years. Our members represent the community sectors of parents, government, education, business, law enforcement, civic organizations, faith-based organizations and youth-serving organizations. Together we have developed, implemented and evaluated awareness campaigns, in-school programs, community events, parent/caregiver outreach, youth advocacy, youth outreach and community relations. Our work helped reduce the 30-day use of marijuana and alcohol among 6th, 8th and 11th graders between 2018 and 2022 as reported in the Oregon Student Health Survey. The 2022 Annual OCT Parent Survey showed a

12. List anticipated project milestones and dates (e.g., groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities, and events).

Presentation by youth to School Board February 2024
Campaign Kick-Off Media Event May 2024
Presentation by youth to Oregon City Commissioners June 2024
Presentation to the Oregon Opioid Prevention, Treatment and
Recovery Board with the purpose of showcasing
Oregon City as a model of community success
(This could be youth and commissioners and OCT rep) June 2024
Involved youth may develop some other ideas.

13. An exit report will be required once the project is complete, per a signed YOPGP Agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e., number of people served; campaigns; disposal/destruction/prevention programs, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Outcome: Increased awareness of healthy options to reduce stress & anxiety (for improved mental health) among OCSLA Leadership Group and general school population.
Measurement: Pre and Post research questions measuring stages of change around mental health behavior.

Outcome: Youth group at OCSLA is engaged and active. More than 8 students are involved and receive leadership training.
Outcome: OCSLA youth group shows positive movement in identified protective factors.
Measurement: Before and after surveys.

Other metrics we use to evaluate effectiveness: Reach: How many youth were exposed to the campaign? How many parents/caregivers? Engagement: How many people interacted with the campaign? This will include likes, shares, comments, or clicks. How many youth assisted with the campaign? How many people attended events?

14. List sources for in-kind matching support (e.g., volunteer hours, donations, cash). To estimate the value of donated volunteer time refer to the YOPGP Program Guidelines for current volunteer rate value.

Item	Source of Support	Estimated Value (\$)
PLEASE SEE ATTACHMENT TABLE B		

15. List all grants applied for in support of this project and commitments confirmed to date.

No other grants applied for this project at this time. Confirmed commitments to date. All items listed in #14 are confirmed commitments.

16. What is the percentage of YOPGP funds will be used for administrative costs?

10 %

17. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

Proposed Budget

Suggested List (not inclusive)	A Grant Dollars Requested	B Match Funds (Cash)	C In-Kind Match Support	D Total
<u>Staff Administrative Costs</u> (Salaries/Administration)	See attached TABLE C			
<u>Project Administration</u> Costs (Clerical, Advertising, Printing, Graphics, Postage)				
<u>Materials</u>				
<u>Equipment/Supplies</u>				
<u>Event Costs</u>				
<u>Transportation Costs</u>				
<u>Insurance Costs</u> (if needed)				
<u>Additional Costs</u> (list)				
<u>Total</u> (estimates)				

TABLE A

Grade Level	8 th grade		11 th grade	
Indication of Psychological Distress	No (< MHI-521)	Yes (= > MHI-521)	No (< MHI-521)	Yes (= > MHI-521)
Marijuana use in the past 30 days	4.3	16.2	23.7	42.5
At least one alcoholic drink in past 30 days	11.6	45.9	31.5	51.4

Table B

Matching funds and in-kind match.

Item	Source of Support	Estimated Value
Gift cards for youth engagement/cash	Oregon City Optimists	\$500
Youth Leadership Training - \$100 an hour	Nigel Wrangham	\$2,000
Room Use (3X)	End of the Oregon Trail Museum	\$1,050
Art therapy workshop (2X)	<u>Soulflags</u>	\$600
Consultation - \$100 an hour	Mary Rose Foundation	\$1,000
Financial Services	OCT/OCSD	\$2,000
Volunteers 80 hours	OCT	\$2,544
Consultation - \$62 an hour	Pam Wilson	\$620
Meeting space	Oregon City School District/OC SLA	\$800
Printing/copying	OC Community Education	\$1,000
Insurance	Oregon City School District	\$1,000
Staff time	OCT/OCSD	\$2,500
Healthy Futures movies	OCT/OCSD	\$9,300

BUDGET TABLE C

Item 9a.

Budget

item	Grant \$	Match funds cash	In-kind	total
Staff Administrative costs	\$2,000	\$2,000	\$500	\$4,500
Graphic design	\$1,000		\$200	\$1,200
Copying/printing	\$1,000		\$1,000	\$2,000
Advertisement/social media ads	\$6,000			\$6,000
Youth Training and Support	\$5,400		\$2,000	\$7,400
Blues Program - staff training and materials	\$3,300			\$3,300
Event/meeting space			1,850	\$1,850
Event support/food	\$800			\$800
Transportation/travel costs	\$500			\$500
Angst movie			\$8,500	\$8,500
Ripple Effect movie			\$800	\$800
Youth incentives		\$500		\$500
Insurance			\$1,000	\$1,000
Totals	20,000	2,500	15,850	38,350