



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Order Approving
Solid Waste Management Fee Increases

Purpose/Outcomes	A Board Order approving Solid Waste Management fee adjustments for collection service
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Subject to Annual Review
Previous Board Action/Review	Policy Session: June 16, 2020.
Strategic Plan Alignment	Ensuring community members have access to safe, convenient garbage and recycling services aligns with several Performance Clackamas strategic priorities and policy perspectives: recycling programs help to honor and protect our natural resources; garbage service supports healthy communities and public trust; the gradual improvement of recycling and composting programs supports the perspective on carbon neutrality. Further, the annual review process provides assurance that customers are provided fair value for the services they receive.
Counsel Review	Reviewed and approved by County Counsel on June 16, 2020
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD Sustainability & Solid Waste 503-742-4466

EXECUTIVE SUMMARY:

On June 16, 2020, a Board policy session presented the findings of the County's annual solid waste fee review, and the unanimous fee increase recommendation from the Solid Waste Commission. This staff report provides a general summary of the policy session and associated staff report.

Overview

The Sustainability & Solid Waste Program, which is part of the Department of Transportation and Development (DTD), manages the County's Integrated Solid Waste Collection System. Each year we review the production records, costs and revenues of the franchised solid waste collection companies.

The County uses this review to establish the fees charged for the variety of services required by the County, and to ensure a fair return to the collectors. The review ensures that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. A contracted certified public accountant assists in the process by reviewing franchisee financial records, creating summaries, and providing analysis.

Historically the County has recognized the administrative and strategic value of an annual review, coupled with adjustments as necessary to keep fees aligned with costs and services. These adjustments may come in the form of fee increases, adding additional collection services, or a combination of these options. This review model prevents large and unexpected increases for customers that can result from less frequent reviews. Based upon this annual review, the Solid Waste Commission recommended increasing fees in 2019, and the Board of adopted and made effective these new fees on July 1, 2019.

Operating Margin

Historically, the County has worked with franchised haulers to achieve an adjusted operating margin between 8-12%. This year, the adjusted rate of returns for the Urban zone fall within the acceptable range of 8-12%. The combined Rural zone returns were below the lower limit of the range. Based on the available information the total County composite falls below the range with the proposed increase. (*Attachment 1*)

Effects of the Covid-19: Global Pandemic

In response to the viral pandemic, on March 23, 2020, Governor Kate Brown issued executive order 20-12, required all non-essential businesses to close and citizens to shelter in place. Solid waste collection was declared an essential service, and the County's franchised haulers have continued normal collection schedules during the crisis. The only suspension in service is the collection of bulky waste, which requires more than one person to collect.

Underscored by Board Order 2020-09, issued March 2, 2020, declaring a state of emergency for Clackamas County, the County and franchised collectors joined PGE, Northwest Natural, and water/sewer service providers in a policy to continue service to those businesses and residences unable to pay their bill due to circumstances caused by the pandemic. Data on the impact of this policy is still being collected, and the franchisees will be submitting monthly reports to the County regarding the financial impact of COVID-19.

As the pandemic occurred outside of this year's review period, next year's review will provide a better picture of the impacts of the shelter in place policy, including impacts to revenue, for example through non-payment for service, and impacts of cost saving measures that may be found for labor and equipment.

Annual Fee Review and Proposed Fee Increase

Upon the initial review and analysis of the franchisees' annual reports, questions were submitted for clarification to the franchisees. In normal years, site visits are conducted to perform an in-depth review of the internal processes used to generate the reports. COVID-19 prevented on-site visits this year; therefore, it was not possible to prepare extensive adjustments to the composites with confidence. Due to this, only known and measurable

expenses and costs were considered, with the suggested adjustments provided to simply keep fees and real costs aligned.

The three expenses that are known and measurable are:

1. The Oregon Corporate Activity Tax (CAT), which went into effect on January 1, 2020, is imposed on companies who are doing business within the State. The tax is applied to Oregon taxable commercial activity, which is considered the total amount a business realized from transactions and activity in Oregon. The CAT is computed as \$250 plus 0.57% of a company's Oregon commercial activity of more than \$1 million. The composite tax rate for waste and recycling services within Clackamas County is calculated at 0.50% of revenue.
2. Labor expense increases (wages, medical, pension, etc.) of 2.5%, and
3. Metro Excise Tax increase of \$0.90 per ton of disposed waste is effective July 1, 2020, and represents a 0.46% increase to disposal expense, adding approximately \$0.05 to the monthly rate for a 35 gallon cart. (Attachment 2)

If a fee adjustment is approved on July 1, 2020 to account for these combined known and measurable increases, this action will add approximately:

- \$0.55 to a 35 gallon cart collected weekly (which is the most common service level)
- \$0.30-0.35 per yard of container service, and
- \$5.00 to drop box collection fees.

The tables below detail these proposed fee changes for each zone, along with a historical review of adjustments for residential customers (see Attachment 3 for detailed history of fee adjustments). The fee increases presented are proposed to take effect on July 1, 2020.

Proposed Fees – Residential 35 gallon cart collected weekly

Residential 35 gallon cart	Current Monthly Rate	Proposed Monthly Rate	\$ Change	% Change
Urban	\$33.15	\$33.70	\$0.55	1.6%
Rural	30.20	30.75	\$0.55	1.8%
Distant Rural	35.10	35.65	\$0.55	1.5%
Mountain Zone	36.35	36.90	\$0.55	1.5%

Note: All other classes of service follow similar proposed increases, relative to the 35-gallon cart. (Attachment 4)

Recent History of Monthly 32-Gallon Cart Fees

	2014	2015	2016	2017	2018	2019	July 1, 2020
Urban	\$28.90	\$29.95	\$30.05	\$30.05	\$32.55	\$33.15	\$33.70
Rural	25.60	26.25	26.35	26.35	\$29.35	30.20	30.75

Distant Rural	30.60	31.25	31.35	31.35	\$34.35	35.10	35.65
Mountain	31.85	32.50	32.6	32.6	\$35.60	36.35	36.90

Proposed Fees – Container service of 4 yards collected twice a week

Fee Zone	Proposed increase Per Cubic Yard	Current fee: 4 yd container 2x/week	Proposed fee: 4 yd container 2x/week	\$ Change	% Change
Urban	\$0.30	\$593.74	\$604.13	\$10.39	1.7%
Rural/Distant Rural /Mountain	\$0.35	\$800.42	\$812.54	\$12.12	1.5%

Proposed Fees - Drop Boxes

Open Box	Current	July 1, 2020	\$Change	% Change
10 and 20 cu.yd	\$150.00	\$155.00	\$5.00	3.2%
30 cu.yd	\$160.00	\$165.00	\$5.00	3.0%
40 cu.yd	\$170.00	\$175.00	\$5.00	2.9%

NOTE: The fees adopted by the Board for drop box service do not include the cost of disposal at a landfill or transfer station. The franchisee pass that cost through to the customer separately.

Future Potential Increases

Prior to the COVID-19 pandemic, Metro staff were considering presenting a ten percent increase to their disposal fee for approval by the Metro Council. One of the key factors in determining Metro’s fees is a tonnage forecast, which is based on the prior year’s disposal activity. Their current forecast will no longer be accurate due to the immediate shut down of the region’s businesses.

Metro staff have indicated they intend to bring a proposal to their Council later this year (Metro has no timeframe established but has indicated possibly presenting these fees in October or January). The proposal will include an increase in fees based on the revised tonnage forecast, operational impacts at their transfer stations, and Metro’s annual budget. If and when this action by the Metro board occurs, County staff will review fees for the effect of this increase and may need to recommend additional adjustments to account for this increase in costs.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedules as recommended by the Solid Waste Commission and as presented in Exhibit A, effective July 1, 2020.

Sincerely,

Eben Polk

Eben Polk
Sustainability & Solid Waste Supervisor
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@clackamas.us.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In The Matter of Approving the
Clackamas County Fee Schedule
for Waste and Recycling Collection
Services to be uniformly applied by
the Franchised Solid Waste
Collection Companies

} Board Order No. _____
Page 1 of 2

Whereas, This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

Whereas It further appearing to the Board that the Solid Waste Commission, at a meeting on June 1, 2020 reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

1. That a Waste Management Fee adjustment has been requested by the franchisees; and
2. That it is the County's responsibility to ensure the solid waste collection system recovers the cost of providing service; and
3. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
4. That operating costs such as labor and health insurance are increasing; and
5. That the Oregon Corporate Activity Tax (CAT), went into effect on January 1, 2020, and is imposed on all companies who are doing business within the State; and
6. That the Metro Excise Tax on disposed waste is increasing effective July 1, 2020; and
7. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
8. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In The Matter of Approving the
Clackamas County Fee Schedule for
Waste and Recycling Collection
Services to be uniformly applied by
the Franchised Solid Waste Collection
Companies

} Board Order No. _____
Page 2 of 2

Whereas, The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; and

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. That the foregoing recommendations be adopted and that the franchised collectors be granted a Waste Management Fee adjustment, as shown on Exhibit A, according to the recommendations and made effective July 1, 2020.

DATED this ____ day of June, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: July 1, 2020

U R B A N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart each for garbage, yard debris and recycling				
	20 gallon cart/can		\$ 29.65		\$ 33.15
	32 gallon cart/can		\$ 33.70		\$ 37.20
	60 gallon cart		\$ 43.40		N/A
	90 gallon cart		\$ 50.55		N/A
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	Occasional extra yard debris - 35 gallon			\$ 3.00	
	Monthly Pick Up⁴ - one cart/can of garbage; weekly recycling included				
	32 gallon cart/can		\$ 15.90		\$ 16.80
	Occasional extra garbage - 32 gallon			\$ 6.05	\$ 6.85
	On-Call Pick Up⁴ - one cart/can of garbage				
	32 gallon cart/can			\$ 15.15	N/A
	Other Services and Fees				
	Recycling only - weekly		\$ 7.45		N/A
	Yard debris subscription ³ - weekly		\$ 6.05		N/A
	Yard debris Permanent 2nd Cart		\$ 4.30		N/A
	Distance fees		Table 2		
	Terrain fee		\$ 3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$ 25.15		\$ 27.15
		32 gallon	\$ 29.20		\$ 31.20
	Individual billing	20 gallon	\$ 26.75		\$ 28.75
		32 gallon	\$ 30.80		\$ 32.80
	Occasional extra garbage - 32 gallon			6.05	\$ 6.85
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees - see Tables 1 and 2					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

³ Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

⁴ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

U R B A N	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Addt'l</i>	1 1/3	<i>Addt'l</i>	1.5	<i>Addt'l</i>
	1	\$104.35	\$89.91	\$129.77	\$111.61	\$138.54	\$120.39
	2	\$200.95	\$173.72	\$251.83	\$218.10	\$269.34	\$233.35
	3	\$297.57	\$256.11	\$373.86	\$323.57	\$400.15	\$346.84
	4	\$394.17	\$341.36	\$495.91	\$429.66	\$530.92	\$459.54
	5	\$490.79	\$423.74	\$617.96	\$535.14	\$661.72	\$575.89
	6	\$587.39	\$508.17	\$740.01	\$639.93	\$792.51	\$688.00
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Addt'l</i>	3	<i>Addt'l</i>	4	<i>Addt'l</i>
	1	\$176.07	\$152.97	\$241.10	\$210.16	\$308.28	\$270.74
	2	\$344.40	\$300.13	\$469.74	\$410.41	\$604.13	\$530.35
	3	\$512.74	\$446.49	\$698.39	\$611.30	\$899.98	\$789.12
	4	\$681.07	\$590.50	\$927.04	\$814.25	\$1,195.83	\$1,045.29
	5	\$849.42	\$741.90	\$1,155.71	\$1,013.56	\$1,491.67	\$1,308.02
	6	\$1,017.75	\$886.49	\$1,384.34	\$1,209.56	\$1,787.52	\$1,567.06
	Stops/ Week	Monthly fee for container size in cubic yards					
		5	<i>Addt'l</i>	6	<i>Addt'l</i>	8	<i>Addt'l</i>
	1	\$373.14	\$348.39	\$430.92	\$402.45	\$534.72	\$501.71
2	\$732.65	\$683.86	\$848.22	\$793.41	\$1,055.83	\$990.48	
3	\$1,092.18	\$1,017.19	\$1,265.51	\$1,178.08	\$1,576.93	\$1,479.45	
4	\$1,451.67	\$1,352.18	\$1,682.81	\$1,569.27	\$2,098.04	\$1,966.43	
5	\$1,811.21	\$1,690.14	\$2,100.12	\$1,960.08	\$2,619.15	\$2,446.43	
6	\$2,170.71	\$2,030.66	\$2,517.42	\$2,344.70	\$3,140.26	\$2,939.38	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon cart/can				\$29.75	\$57.30	\$25.55	
60 gallon cart				\$41.35	N/A	N/A	
90 gallon cart				\$44.40	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.00	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$58.90	\$113.50	\$26.20	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2020

R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²	
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	20 gallon cart/can		\$26.75		\$30.25	
	32 gallon cart/can		\$30.75		\$34.25	
	60 gallon cart		\$42.55		N/A	
	90 gallon cart		\$48.45		N/A	
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90	
	Monthly Pick Up³ - one cart/can garbage; weekly recycling included					
	32 gallon cart/can		\$16.45		\$17.35	
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90	
	On-Call Pick Up³ - one cart/can of garbage					
	32 gallon cart/can			\$15.60	N/A	
	Other Services and Fees					
	Recycling only - weekly		\$10.30		N/A	
	Bulky waste - furniture, appliances etc.			Table 1		
	Distance fees		Table 2			
	Terrain fee		\$3.65			
	Multifamily Service - for shared containers see commercial fees.					
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	Central billing		20 gallon	\$25.20		\$27.20
			32 gallon	\$29.10		\$31.10
	Individual billing		20 gallon	\$26.75		\$28.75
			32 gallon	\$30.75		\$32.75
	Occasional extra garbage - 32 gallon				\$6.10	\$6.90
Bulky waste - furniture, appliances etc.				Table 1		
Additional fees may apply - see Tables 1 and 2						

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

R U R A L	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$120.57	\$ 115.87	\$ 149.18	\$ 144.02	\$ 166.08	\$ 160.44
	2	\$231.71	\$ 223.11	\$ 288.12	\$ 278.82	\$ 320.88	\$ 310.78
	3	\$342.78	\$ 330.38	\$ 427.00	\$ 413.55	\$ 475.81	\$ 461.16
	4	\$453.92	\$ 437.67	\$ 566.02	\$ 548.37	\$ 630.63	\$ 611.43
	5	\$564.99	\$ 544.94	\$ 704.93	\$ 683.08	\$ 785.42	\$ 761.87
	6	\$685.58	\$ 660.83	\$ 854.04	\$ 827.15	\$ 951.50	\$ 922.25
	Stops/ Week	Monthly fee for container size in cubic yards					
2		<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>	
1	\$211.16	\$ 204.71	\$ 299.88	\$ 291.88	\$ 387.52	\$ 378.07	
2	\$409.47	\$ 397.82	\$ 583.78	\$ 569.43	\$ 756.23	\$ 739.28	
3	\$607.58	\$ 590.73	\$ 867.70	\$ 846.85	\$ 1,124.96	\$ 1,100.51	
4	\$805.73	\$ 783.68	\$ 1,151.61	\$ 1,124.46	\$ 1,493.68	\$ 1,461.73	
5	\$1,004.00	\$ 976.70	\$ 1,435.48	\$ 1,401.63	\$ 1,862.33	\$ 1,822.78	
6	\$1,215.16	\$ 1,181.46	\$ 1,735.33	\$ 1,693.78	\$ 2,249.95	\$ 2,200.80	
Stops/ Week	Monthly fee for container size in cubic yards						
	5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>	
1	\$474.04	\$ 463.29	\$ 562.48	\$ 550.13	\$ 731.03	\$ 716.33	
2	\$926.60	\$ 907.23	\$ 1,100.36	\$ 1,078.36	\$ 1,433.18	\$ 1,407.08	
3	\$1,379.13	\$ 1,351.13	\$ 1,638.13	\$ 1,606.48	\$ 2,135.25	\$ 2,097.75	
4	\$1,831.73	\$ 1,795.13	\$ 2,175.95	\$ 2,134.70	\$ 2,837.29	\$ 2,788.39	
5	\$2,284.22	\$ 2,239.02	\$ 2,713.79	\$ 2,662.89	\$ 3,539.43	\$ 3,479.03	
6	\$2,758.24	\$ 2,702.29	\$ 3,275.36	\$ 3,212.16	\$ 4,270.46	\$ 4,195.46	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
				One	Two	Each	
One Stop per Week				cart/can	carts/cans	additional	
32 gallon cart/can				\$ 30.75	\$ 60.10	\$ 28.50	
60 gallon cart				\$ 42.55	N/A	N/A	
90 gallon cart				\$ 48.45	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.25	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$ 60.75	\$ 118.75	\$ 27.20	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.25	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2020

D I S T A N T R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	20 gallon cart/can		\$31.35		\$34.85
	32 gallon cart/can		\$35.65		\$39.15
	60 gallon cart		\$46.20		N/A
	90 gallon cart		\$52.10		N/A
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one cart/can; weekly recycling included				
	32 gallon cart/can		\$18.05		\$18.95
	Occasional extra garbage - 32 gallon			\$6.65	\$7.45
	On-Call Pick Up³ - one cart/can of garbage				
	32 gallon cart/can			\$15.95	N/A
	Other Services and Fees				
	Recycling only - weekly		\$10.40		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$29.75		\$31.75
		32 gallon	\$34.05		\$36.05
	Individual billing	20 gallon	\$31.35		\$33.35
		32 gallon	\$35.65		\$37.65
	Occasional extra garbage - 32 gallon			\$6.65	\$7.45
	Bulky waste - furniture, appliances etc.			Table 1	
	Additional fees may apply - see Tables 1, 2 & 3				

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

D I S T R I B U T I O N S	Commercial Containers includes weekly recycling						
	Stops/Week	Monthly fee based on size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$134.83	\$ 130.13	\$ 165.43	\$ 160.27	\$ 183.36	\$ 177.71
	2	\$251.98	\$ 243.38	\$ 312.39	\$ 303.09	\$ 347.15	\$ 337.05
	3	\$369.05	\$ 356.65	\$ 459.27	\$ 445.82	\$ 511.10	\$ 496.45
	4	\$486.20	\$ 469.95	\$ 606.29	\$ 588.64	\$ 674.93	\$ 655.73
	5	\$603.28	\$ 583.23	\$ 753.21	\$ 731.36	\$ 838.74	\$ 815.19
	6	\$729.88	\$ 705.13	\$ 910.32	\$ 883.42	\$ 1,013.82	\$ 984.57
	Stops/Week	Monthly fee based on size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$231.43	\$ 224.98	\$ 326.15	\$ 318.15	\$ 419.80	\$ 410.35
	2	\$441.75	\$ 430.10	\$ 628.08	\$ 613.73	\$ 812.54	\$ 795.59
	3	\$651.88	\$ 635.03	\$ 930.02	\$ 909.17	\$ 1,205.31	\$ 1,180.86
	4	\$862.04	\$ 839.99	\$ 1,231.96	\$ 1,204.81	\$ 1,598.06	\$ 1,566.11
	5	\$1,072.33	\$ 1,045.03	\$ 1,533.85	\$ 1,500.00	\$ 1,990.74	\$ 1,951.19
	6	\$1,295.51	\$ 1,261.81	\$ 1,851.72	\$ 1,810.17	\$ 2,402.39	\$ 2,353.24
	Stops/Week	Monthly fee based on size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
	1	\$512.33	\$ 501.58	\$ 606.78	\$ 594.43	\$ 787.34	\$ 772.64
2	\$994.93	\$ 975.56	\$ 1,180.71	\$ 1,158.71	\$ 1,537.56	\$ 1,511.46	
3	\$1,477.50	\$ 1,449.50	\$ 1,754.52	\$ 1,722.87	\$ 2,287.69	\$ 2,250.19	
4	\$1,960.14	\$ 1,923.54	\$ 2,328.39	\$ 2,287.14	\$ 3,037.80	\$ 2,988.90	
5	\$2,442.67	\$ 2,397.47	\$ 2,902.28	\$ 2,851.38	\$ 3,788.00	\$ 3,727.60	
6	\$2,946.73	\$ 2,890.78	\$ 3,499.90	\$ 3,436.70	\$ 4,567.09	\$ 4,492.09	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon cart/can				\$35.65	\$70.60	\$34.65	
60 gallon cart				\$46.20	N/A	N/A	
90 gallon cart				\$52.10	N/A	N/A	
Occasional extra garbage- 32 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$70.60	\$139.75	\$34.05	
Occasional extra garbage - 32 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2020

M O U N T A I N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one can of garbage and recycling				
	20 gallon can		\$32.60		\$36.10
	32 gallon can		\$36.90		\$40.40
	Occasional extra - 32 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one can; weekly recycling included				
	32 gallon can		\$18.35		\$19.25
	Occasional extra - 32 gallon			\$6.05	\$6.85
	On-Call Pick Up³ - one can of garbage				
	32 gallon can			\$16.25	N/A
	Other Services and Fees				
	Recycling only - weekly		\$10.40		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$31.00		\$33.00
		32 gallon	\$35.30		\$37.30
	Individual billing	20 gallon	\$32.60		\$34.60
		32 gallon	\$36.90		\$38.90
Occasional extra - 32 gallon			\$6.65	\$7.55	
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees may apply - see Tables 1, 2 & 3					

¹Greater than one can per week, use multiples of single can fee.

² Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

M O U N T A I N	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$153.88	\$ 149.18	\$ 190.84	\$ 185.68	\$ 211.94	\$ 206.29
	2	\$290.08	\$ 281.48	\$ 363.19	\$ 353.89	\$ 404.31	\$ 394.21
	3	\$426.21	\$ 413.81	\$ 535.48	\$ 522.03	\$ 596.84	\$ 582.19
	4	\$562.41	\$ 546.16	\$ 707.90	\$ 690.25	\$ 789.24	\$ 770.04
	5	\$698.54	\$ 678.49	\$ 880.22	\$ 858.37	\$ 981.63	\$ 958.08
	6	\$844.19	\$ 819.44	\$ 1,062.74	\$ 1,035.84	\$ 1,185.29	\$ 1,156.04
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$269.53	\$ 263.08	\$ 383.31	\$ 375.31	\$ 496.01	\$ 486.56
	2	\$517.96	\$ 506.31	\$ 742.39	\$ 728.04	\$ 964.96	\$ 948.01
	3	\$766.19	\$ 749.34	\$ 1,101.49	\$ 1,080.64	\$ 1,433.93	\$ 1,409.48
4	\$1,014.46	\$ 992.41	\$ 1,460.58	\$ 1,433.43	\$ 1,902.89	\$ 1,870.94	
5	\$1,262.85	\$ 1,235.55	\$ 1,819.63	\$ 1,785.78	\$ 2,371.78	\$ 2,332.23	
6	\$1,524.13	\$ 1,490.43	\$ 2,194.66	\$ 2,153.11	\$ 2,859.64	\$ 2,810.49	
Commercial Cans - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon can				\$36.90	\$73.10	\$35.90	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
32 gallon can - 2 stops/wk				\$73.10	\$144.75	\$35.30	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

Table 1

Miscellaneous Services		
Bulky Waste - appliances, furniture, etc.		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.45	
Maximum fee	\$29.15	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed. Disposal fee additional.</i>
Clean Up Containers		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee*	\$16.60	<i>*only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. ¹		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
Tire Handling Fee - charged in addition to disposal fees		
On rim	\$2.00	
Off rim	\$5.50	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
Occasional Extra Garbage - 35 gallon maximum		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
Hourly handling fee - charged in addition to disposal fees		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
Other Fees		
Gate fee	\$4.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

¹ Rent shall not exceed \$20.00 per container in a 30 day period.

Exhibit A

Effective: July 1, 2020

Table 2

Distance Fees	
Distance	Monthly Fee
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

Table 3

Miscellaneous Container Fees
Overweight charges will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.
Containers that have been compacted are charged 2.2 times the regular container fee for the zone.
Overweight compacted containers weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.
Container cleaning fee will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.
Mileage fee applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.

take a look at "other"

Table 4

Drop Boxes and Compactors -Disposal, rental, mileage & other fees are additional	
Open Drop Box	
10-20 cubic yard	\$155.00
Lidded/Specialized-requiring deadhead roundtrip	\$180.00
30 cubic yard	\$165.00
40 cubic yard	\$175.00
Compacted Drop Box	
Less than 25 cubic yards	\$155.00
25 - 34 cubic yards	\$194.00
35 cubic yards and greater	\$223.00
Industrial Special Waste Drop Box	
10-20 cubic yard	\$166.00
30 cubic yard	\$183.00
Other fees	
Rental Fee	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
Delivery Fee¹	
Urban zone	\$40.00
All other zones	\$50.00
Mileage Fee	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
Incidental Service Fees	
Stand by time - waiting for box to be cleared, cars to be moved, etc. ²	\$7.00
Leveling load - if driver must spend time leveling load to safely haul. ²	\$7.00
Wash out - if requested by customer or box is contaminated.	\$30.00
Compactor turn-around - if repositioning required to enable collection and tip.	\$40.00
Deadhead round trip: specialized boxes that cannot be exchanged .	\$25.00
Dry run - if scheduled collection is prevented because box is blocked or customer is not ready.	\$30.00

¹For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

²Charged in 5 minute increments.

Effective: July 1, 2020

Table 5

Infectious Waste		
Number of units	Fee per gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Supplemental Project Agreement No. 34089 with
Oregon Department of Transportation (ODOT) for the
Clackamas Connections Integrated Corridor Management Project**

Purpose/Outcome	Clackamas County Department of Transportation and Development (DTD) is seeking approval for this supplemental agreement with ODOT for the Clackamas Connections Integrated Corridor Management Project.
Dollar Amount and Fiscal Impact	The total project estimate is \$445,782 Metro TSMO (Federal) Funds is for \$400,000 and local match from road funds will be \$45,782.
Funding Source	County Road Fund will be used as the funding source to cover the 10.27% cash match.
Duration	Upon completion of the project or ten (10) calendar years following the date of signed agreement.
Previous Board Action	1/30/2017 – Local Agency Certification Program Agreement No. 30923
Strategic Plan Alignment	1. Building strong infrastructure. 2. Ensuring safe, healthy and secure communities.
Counsel Review	Reviewed and approved by Counsel on 6/16/2020
Procurement Review	1. Was this item processed through Procurement? NO 2. If no, provide brief explanation: This is an intergovernmental agreement and procurement review is not applicable.
Contact Person	Bikram Raghubansh, Project Manager (503) 742-4706

BACKGROUND:

The proposed Clackamas Connections Integrated Corridor Management (ICM) project spans from City of Wilsonville city limits to the Multnomah County line. This mobility corridor centers on Interstate 5 (I-5) and Interstate 205 (I-205) starting from City of Wilsonville (Wilsonville Rd interchange) to edge of Clackamas County line (Johnson Creek Blvd interchange). The ICM project is a planning phase project that will develop the concept for operations for corridor-specific Transportation System Management and Operations (TSMO). The TSMO plan will improve real-time freeway and arterial travel information, better coordinate signals and will assist the existing transportation system by managing major incidents more effectively on sections of I-5 and along I-205, Wilsonville Road, Elligsen Road, Stafford Road, 65th Ave,

Borland Road, Willamette Falls Drive, 82nd Drive/Avenue, McLoughlin Boulevard (99E) and Highway 224 in Clackamas County.

This project will engage multiple stakeholders within the study area and come up with collection of operational strategies and advanced technologies to collaboratively manage transportation corridor as a multimodal system. ICM can improve corridor travel by integrating existing intelligent transportation system (ITS) devices and systems, including assets operated by different agencies, into a proactive solution designed to manage demand and capacity across all travel modes. This Project will be financed with 89.73% of Metro TSMO (FHWA) funds matched by 10.27% of County Road Funds.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Project Agreement with ODOT for the Clackamas Connections Integrated Corridor Management Project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bikram Raghubansh". The signature is fluid and cursive, with the first name being the most prominent.

Bikram Raghubansh
Senior Traffic Engineering/Project Manager

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 34089**

Project Name: Clackamas Connections Integrated Corridor Management

THIS SUPPLEMENTAL PROJECT 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 CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
 - a. Agency is fully certified in the following functional area(s):
 - consultant selection (formal and informal processes)
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration
 - b. Agency is conditionally certified in the following areas:
 - consultant selection (direct appoint process)
 - c. Agency is not currently seeking certification in the following functional area(s):
 - Bridge design
 - d. The project described in this Agreement may be used as one of the required test projects described in the Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional areas

- Consultant selection (direct appoint process)
3. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.
 4. I-5, I-205, 82nd Avenue, McLoughlin Boulevard (99E) and Highway 224 are a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission.
 5. Portions of SW Wilsonville Rd, SW Elligsen Rd, SW Stafford Rd, SW Borland Road, SW 65th Avenue, and Willamette Falls Drive are a part of the Agency's street system under the jurisdiction and control of Agency.
 6. The Project was selected as a part of the ***Transportation System Management and Operations (TSMO)*** program and may include a combination of federal, state and local funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.

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, State and Agency agree to Agency delivering the Clackamas Connections Integrated Corridor Management (ICM) project, hereinafter referred to as "Project." Project includes the development of the concept for operations for corridor-specific Transportation System Management and Operations (TSMO) to improve real-time freeway and arterial travel by developing a Concept of Operations that integrates agencies operationally, institutionally, and technologically. The Project consists only of a Planning phase. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at \$445,782, which is subject to change. Federal funds for this Project shall be limited to \$400,000.19. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state 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 cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.
3. Federal funds under this Agreement are provided under Title 23, United States Code.
4. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work prior to State starting work on the Project. Agency

understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.

5. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 89.73 percent. All costs beyond the federal and state reimbursement and any non-participating costs are the responsibility of the Agency, and will not be reimbursed by State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the Project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
6. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
9. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this Project at the time the agreement is written is 40.93%. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
10. Agency Work on this Project:
 - a. Agency shall perform the following functional area in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
 - consultant selection: formal or informal process, as appropriate
 - b. Certified Agency agrees that if it hires a consultant for this Project using the direct appoint process, the Project must be used as a test project, subject to the terms

and conditions of the Certified Agency's Local Agency Certification Program Agreement.

11. State will submit the requests for federal funding to the 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 and scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
12. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
13. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
14. 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.
15. Reserved.
16. 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.
17. State and Agency Agree that the useful life of the Project is 20 years.
18. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
19. **Americans with Disabilities Act Compliance:**

a. General: Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of Local Agency Certification Program Agreement.

b. ADA Design Standards: Agency agrees to utilize the following standards to assess and ensure that the Project and all component activities comply with ADA requirements, including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements:

i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related standards.

ii. For portions of the Project not on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant standards, as approved by State and FHWA for use on federally funded projects.

c. Work Zone Access: Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of any work zone, in accordance with ODOT standards and processes.

20. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

21. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of

its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

22. This Agreement may be terminated by mutual written consent of both Parties.
23. 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:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. 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.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. 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.
 - e. 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.
24. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
25. The rights and obligations set out in **Terms of Agreement, paragraphs 16, 19-21, 26-28, and 31 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.
26. Agency, as a recipient of federal funds, pursuant to this Agreement with State, 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 State to return funds to the

FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

27. 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.
28. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
29. Agency certifies and represents that each individual 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.
30. This Agreement may be executed in several counterparts (facsimile or otherwise) 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.
31. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits constitutes 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 or Agency 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.
32. State's Regional Project contact for this Agreement is Glen Bolen, Interim Planning Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-4753, glen.a.bolen@odot.state.or.us 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.

Agency/State
Agreement No. 34089

33. Agency's Project Liaison for this Agreement is Bikram Raghubansh, Senior Traffic Engineer/Project Manager, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4706, bikramrag@clackamas.us 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 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #22107) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

Agency/State
Agreement No. 34089

CLACKAMAS COUNTY, acting by and
through its elected officials

By _____

Title _____

Date _____

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

By _____
Agency Legal Counsel

Date _____

Agency Contact:

Bikram Raghubansh
Senior Traffic Engineer/Project Manager
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4706
bikramrag@clackamas.us

State's Regional Local Agency Liaison:

Glen Bolen, Interim Planning Manager
123 NW Flanders Street
Portland, OR 97209
503-731-4753
glen.a.bolen@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
State Traffic Roadway Engineer

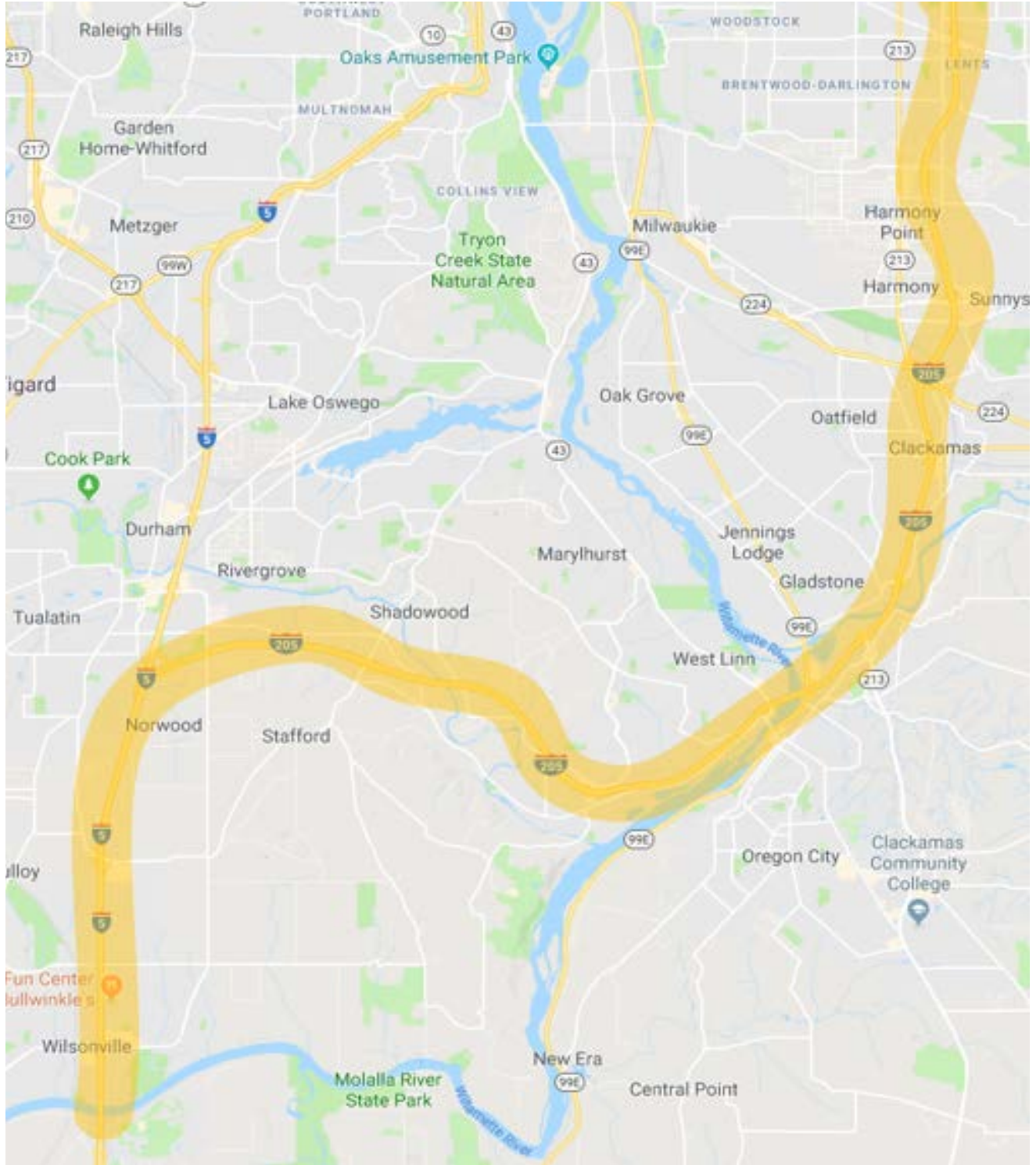
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Herbert Lovejoy
Assistant Attorney General

Date via email dated June 1, 2020

Exhibit A – Project Location Map



Agency/State
Agreement No. 34089

EXHIBIT B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
-----------	-------	------

Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453