



DAN JOHNSON
DIRECTOR

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

February 13, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with Bell & Associates for financial analysis of franchised solid waste collection services. Contract Value is \$322,736.61 for 5 years. Funding is through Solid Waste Collection Franchise Fees. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	- Ensure Safe, Healthy and Secure Communities - Build public trust through good government		
Counsel Review	1/23/25 - HH	Procurement Review	Yes
Contact Person	Rick Winterhalter	Contact Phone	503-742-4466

EXECUTIVE SUMMARY:

In accordance with County Code Chapter 10.03.340, the Department of Transportation and Development's (DTD) Sustainability & Solid Waste Program (SSW) annually reviews the reported costs of our garbage and recycling collection franchisees. The review is led by County staff, with a contracted CPA performing the needed financial analysis. The County contracts with a CPA as the work required to review solid waste financial and production record knowledge and resources of standard accounting practices, as a thorough understanding of the services that our franchisees perform for the Clackamas County community.

DTD is seeking a professional services contract with Bell & Associates, through a sole-source procurement, to provide these needed CPA services. The primary focus of this contract will be assisting county staff with the regulatory responsibility of the annual review, and setting collection rates for franchised collection services. This is accomplished by reviewing the annual reports submitted by the franchised collection companies and other necessary information to determine the cost of providing solid waste and recycling services. Additionally, Bell & Associates will complete on-site report verification of two haulers to ensure that financial work is in alignment with County guidelines.

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A sole-source procurement was used as Bell & Associates has performed the annual financial analysis of the County's franchised waste collection services since 2001. They possess a working knowledge of the national solid waste industry and the particulars of the County's interrelationships with other jurisdictions in the region. Bell & Associates has been selected by the Cities of Beaverton, Gresham, Tigard, Hillsboro, Lake Oswego, Wilsonville and Milwaukie to perform similar services. Bell & Associates also possess an extensive database of historical production records allowing for thorough and timely responses to staff requests for information regarding program review and planning.

PROCUREMENT PROCESS: Approval of the purchase is being requested under the Local Contract Review Board Rule C-047-0275, Sole-Source Procurements.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve contract #0000001101 with Bell & Associates, Inc. for the annual financial analysis of Clackamas County's franchised solid waste collection services.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 0000001101**

This Personal Services Contract (this “Contract”) is entered into between Bell & Associates, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on January 31, 2029.
- 2. Scope of Work.** Contractor shall provide personal services concerning the annual analysis of the County’s franchised solid waste collection service providers (“Work”), as further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, as follows per calendar year (1/31 – 2/1) for Work performed:

2025 – \$32,536
2026 – \$33,512
2027 – \$34,517
2028 – \$35,552.52
2029 – \$36,619.09

Each calendar year shall have a contingency amount of \$30,000 per year for as needed services. This amount is for as-needed services, and the exact amount of Work that County may require, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor any amount of the contingency.

The total value of this contract shall not exceed Three Hundred Twenty Two Thousand Seven Hundred and Thirty-Six dollars and Sixty-One cents (\$322,736.61), for accomplishing the Work required by this Contract. Consideration rates are on fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: rickw@clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. **Contractor and County Contacts.**

Contractor Administrator: Chris Bell Phone: 360-326-8937 Email: chris@bellassociatesinc.com	County Administrator: Rick Winterhalter, Phone: 503-742-4466 Email: rickw@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for

the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce

this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be 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 Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Terminations.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.


22. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
23. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
25. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
26. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
27. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
28. **RESERVED.**
29. **RESERVED.**
30. **RESERVED.**
31. **RESERVED.**
32. **RESERVED.**
33. **RESERVED.**
34. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE

ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Bell & Associates Inc.

Clackamas County


Authorized Signature

Date

1/23/25

Chair

Date

Name: _____

CHRISTOPHER J. BELL, PRESIDENT
Name / Title (Printed)

170225-91

Oregon Business Registry #

Approved as to Form:

Hong Huynh

Digitally signed by Hong Huynh
Date: 2025.01.23 11:04:16 -08'00'

County Counsel

Date

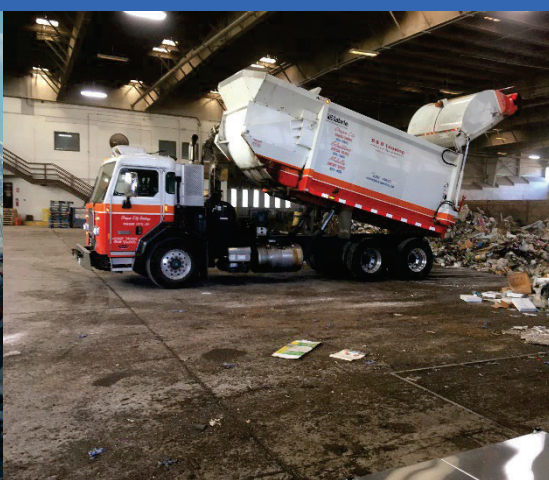
DBC/OR

Entity Type / State of Formation

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**



Solid Waste Rate Review Proposal to Clackamas County



Proposal Submitted by
Bell & Associates, Inc.
Solid Waste & Recycling Consultants

Table of Contents

Section 1: Qualifications and Experience	1
1.1 Bell & Associates.....	1
1.2 Project Personnel.....	1
Section 2: Project Approach	2
2.1 Project Understanding.....	2
2.2 Project Management	2
2.3 Annual Rate Review Project Work Plan	3
2.4 On-Site Report Verification.....	4
Section 3: Bell & Associates Capabilities	5
3.1 Oregon / SW Washington Solid Waste Rate Setting and Financial Analysis Experience	5
3.2 Solid Waste Rate Setting and Financial Analysis Experience	6
3.3 Rate Setting and Solid Waste Project References	7
Section 4: Project Budget.....	8



Section 1: Qualifications and Experience

1.1 Bell & Associates

Bell & Associates, Inc. is a consulting firm specializing in the financial and operational analysis of integrated solid waste management. Founded in 2003 by a licensed Certified Public Accountant, our primary purpose is to serve the waste/recycling needs of state and local governmental agencies, municipalities, and tribal communities. Located in Camas, Washington, our client base of public and private companies extends from Washington to New York and from Alaska to Florida. Bell & Associates has completed over 400 waste and recycling projects since its inception, primarily focusing on the economics of the waste and recycling industry. Areas of expertise include waste industry systems and operational analysis, rate review and rate setting, compliance services, alternative fuels, financial auditing, long-term planning, program analysis, project implementation, franchise procurement, training, and outreach.

During the previous 12 months, Bell & Associates completed the following projects:

- Reviewed the operational and financial results of over 36 private and municipal solid waste collection companies for 19 municipalities,
- Assisted Oregon DEQ with the financial modeling for the extended producer responsibility law,
- Calculated the Cost of Service for a regional material recovery facility in Oregon,
- Audited the financial and operational performance of two collection companies,
- Set waste and recycling collection rates for over 300,000 residential and 17,500 commercial customers in 16 jurisdictions,
- Assisted five jurisdictions and one regional agency with solid waste management planning and
- Calculated the transportation costs for a county-operated transfer system.

1.2 Project Personnel

Chris Bell, CPA, will be the Project Manager and primary point of contact on this engagement. Mr. Bell is a Certified Public Accountant (Oregon license #10,451) practicing in integrated solid waste management, emphasizing the financial analysis and operational evaluation of waste and recycling collection systems. He has assisted numerous public and private entities with setting collection rates, planning, program implementation, financial and performance audits, procurement, and facility and systems analysis.



Before solid waste consulting, Mr. Bell served as Assistant Divisional Controller for Waste Management of Oregon. His responsibilities as controller include the monthly financial close, annual budgeting, balance sheet reconciliation, corporate reporting, operational performance analysis, audit preparation, and municipal / franchise reporting for three separate collection companies and two transfer stations. In addition, Mr. Bell oversaw fixed assets and accounts payable for all six Oregon / Southwest Washington collection companies – including the collection operation in Vancouver.

As a consultant, he has worked for Clackamas County, and most of the cities within the Portland area on waste and recycling projects.

Lindsay Waldram, CPA, will be the Senior Associate for this engagement. Mrs. Waldram is a Certified Public Accountant (Oregon license #14,857) specializing in financial and operational reporting for waste and recycling services.



Prior to consulting, Mrs. Waldram served as Regional District Controller for Waste Connections of Washington. Her responsibilities as controller included the monthly financial close, annual budgeting, balance sheet reconciliation, regional financial reporting, and operational performance analysis. Before working as the Regional Controller, Mrs. Waldram was the West Coast Senior Pricing Analyst. Her responsibilities included Washington UTC submissions, municipal / franchise reporting, and completing cost of service studies for company operations, including collection, transfer, disposal, and material recovery for Waste Connections companies from Alaska, Washington, Oregon, and California.

Project Team Resumes are in Section 4 of this proposal

Section 2: Project Approach

2.1 Project Understanding

Chris Bell, CPA, will be the Project Manager and the primary point of contact.

The project consultant's primary objective is to assist County staff with their regulatory responsibility of setting collection rates for the franchised collection companies. This is accomplished by reviewing the annual reports submitted by the franchised collection companies and other necessary information to determine the cost of providing solid waste and recycling services. To complete the rate review tasks, Bell & Associates utilizes an in-depth and proven work plan. Once the review of the annual reports has been completed, assessing the cost of providing services is the next step. If the rates need to be adjusted to keep the franchised companies within the allowable margins, then the final step is to calculate the adjustments to the collection rates.

Because of the complexities of the Clackamas County collection system and the short lead time for the submission of any rate adjustments, the experience of the consultants with the County's system will be essential to the project being completed on time and without discord. As in past reviews, Bell & Associates will work in collaboration with the County's Project Manager, the franchised collection companies and the hauler's representative to ensure an efficient process.

2.2 Project Management

Project management oversight is conducted to keep the project on schedule and within budget, communicate project status and issues to the County's Project Manager, and provide a single point of contact. We have developed an effective project management approach that is responsive and includes the following activities:

- Comprehensive project task planning with the Program Manager and County staff
- Open communication with the Program Manager, County staff, and hauler's representatives
- Personnel that understand the County's system, franchised collection operations and key managers, and the waste and recycling industry

Communications between the County's Project Manager and the hauler's representatives will occur primarily via e-mail to ensure all parties have a written record of correspondence. All decisions and action items resulting from



verbal communications will be documented in a memo or e-mail and provided to the County's Project Manager for review and concurrence.

Reports, spreadsheets, and other data will be prepared using Microsoft products (Excel, Word, and PowerPoint) and transmitted electronically. Bell & Associates has utilized effective methods of using spreadsheets that summarize the critical data and make the complex reports understandable to all stakeholders.

Schedules for projects with government agencies are usually dynamic due to the input from elected officials and the public input process. Our approach to these projects is to get direction and buy-in from the decision-makers early in the process, which maintains the project budget and schedule. Staying within the budget is completed through a comprehensive scope of work based on the client's needs.

2.3 Annual Rate Review Project Work Plan

Task 1: Review prior year's detailed cost reports and adjustments. Update the spreadsheet templates used for the analysis of the submitted reports by retaining prior period data, updating worksheet links, changing dates, and by the addition of notes from the previous year's submitted reports.

Task 2: Import hauler reports into the analysis templates. Review the submitted reports for completeness and any obvious errors. If corrections are needed, the hauler will be notified and the report will be modified. Once the initial review has been completed, the reports will be consolidated and a summary report will be sent to the County's Program Manager and the hauler's representative.

Task 3: Each report will be analyzed using the following steps:

- a. Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- b. Based on the market conditions for the reviewed year, determine if recycling costs / revenue from the sale of material is reasonable based on the reported customers.
- c. Using the reported Direct Cost line items (lines 22-54 on the annual report); determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- d. Determine if the reported disposal costs for waste, recycling, and yard debris is reasonable using a predictive test of disposal cost.
- e. Using the reported G&A line items (lines 56-94 on the annual report); determine if the expense is reasonable in relation to the customer data entered from the detailed cost report.
- f. Perform additional analysis if necessary.
- g. Compare current year results to the total company results as well as the prior year's results.

Task 4: Adjusting Reports for the Composite Results

After the analysis of the reports has been completed, a list of possible adjustments and/or questions on the reports will be sent to the hauler, the hauler's representative and the County's Program Manager. Each adjustment will be discussed with all stakeholders prior to being posted to the composite.

Task 5: Report Reviewed Year Results

Once the adjustments have been posted, the adjusted financial results by service type will be compiled and reported. The adjusted results are submitted to the Project Manager and the hauler's representative.



Task 6: Projection of Current Year Results

Once the composite results have been completed, cost and operational assumptions (CPI adjustments, tip fee increase, revenue, and expenses, and program changes) used to project the current year's results will be applied to the adjusted results. If the results of the rate review demonstrate the need for a rate increase, then the projection will be used to determine the amount necessary to keep the collection companies within the County's policy for hauler margins.

Task 7: Rate Setting (if necessary)

If adjustments are necessary to keep the haulers within the County's allowable margins, then rates will be adjusted to the cost of service for each line of business.

2.4 On-Site Report Verification

Task 1: Engagement Planning

The County will select two haulers annually for the report verification. The selected hauler will be notified by the consultant and scheduled for the on-site meeting. The scheduled appointment will follow the completion of Task # 3 from the Rate Review Summary Work Program in order to reduce the duplication of work by having the initial analysis completed.

Task 2: Pre Visit

Prior to the visit, the date and time will be verified with the hauler. A list of items such as source documents and financial reports necessary for the review will be sent to the hauler so they can have this information ready for review.

Task 3: Conducting the Verification

The objective of the review is to ensure that the submitted report is representative of the financial and operational results and has been prepared in accordance with County guidelines. The following is a summary of the program:

- a. Document the hauler's operation, financial reporting system, procedures, and key personnel
- b. Trace reported revenue to the billing register and verify reported customer counts
- c. Trace reported figures from the report to the source documents: invoices and the payroll register
- d. Perform analytical procedures to test revenues and expenses
- e. Review cut off dates on disposal invoices
- f. Make inquiries of the personnel who prepared the report
- g. Recalculate significant figures
- h. Obtain written representation from management

Task 4: Reporting the Results

Prepare a standardized management report on the agreed upon procedures used to validate the reported results of hauling operations.



Section 3: Bell & Associates Capabilities

3.1 Oregon / SW Washington Solid Waste Rate Setting and Financial Analysis Experience

Bell & Associates understands all aspects of the Metro region's solid waste and recycling system. We have been assisting jurisdictions with solid waste and recycling projects since 2003. We know the intricacies of each jurisdiction, the franchised service providers, the disposal and processing facilities, local ordinances, and the program managers. Over the last 21 years we have completed over 200 solid waste and recycling projects for cities, counties, and state agencies in the Portland – Vancouver area. The following table details Oregon / SW Washington jurisdictions we have assisted with rate setting, financial analysis program implementation, program review, and long-term program planning.

Jurisdiction(s)	Project(s)
Clackamas County	SW Collection and Program Analysis / Rate Setting
Cities of Gresham, Beaverton, Hillsboro, Tigard, Milwaukie, Sherwood, Wilsonville, Lake Oswego, Cornelius, Fairview, and Troutdale	SW Collection and Program Cost of Service Analysis / Rate Setting
Metro	Transfer Station Cost of Service / Program Feasibility Studies / Planning / Service Procurements / Facility Cost Review / Rate Consulting
Marion County / City of Salem	Annual Rate Review / Program Costs Analysis
Polk County	Private Transfer Station Cost Analysis
Washington County	Rate of Return Study
Oregon DEQ	RMA Planning and Cost Analysis
City of Eugene	Cost of Service Reporting / Annual Rate Review and Program Analysis / Rate Setting
Clark County	MRF Cost of Service Study / SW System Study
Columbia County	Transfer Station Rate Setting / Operations Analysis
City of Vancouver	Recycling Cost of Service / Utility Tax Audit
City of Camas	SW Plan / Route Optimization Study
Lincoln County	Material Management Solid Waste Plan
Multnomah County	SW Regulatory Study



3.2 Solid Waste Rate Setting and Financial Analysis Experience

We have also completed projects outside of the Oregon / SW Washington Region as the table on the following page details.

Jurisdiction and State	Project(s) / Date
Private Client, Washington	HB 1799 Compost Feasibility Study 2024
Private Client, Oregon	MRF Cost Modeling for Oregon RMA
City of Olympia, Washington	Solid Waste Management Plan 2022 / Rate Study
City of Los Angeles, California	Commercial Franchise Development / Rate Development
King County, Washington	Long-Term Waste Disposal Study 2018 and 2024
Cities and County of Humboldt, California	Cost of Service Study / SB 1383 Implementation Cost Analysis
City of Hoboken, New Jersey	Zero Waste Management Plan 2022-24
Deschutes County, Oregon	Transfer System Cost and Operational Analysis 2022-23
City of Indianapolis	Cost of Service Study / Solid Waste Planning / 2021
City of Albuquerque, New Mexico	Solid Waste Management Plan Update 2016
Port of Longview, Longview, Washington	Alternative Fuels Study / 2020
City of Flagstaff, Arizona	MRF Feasibility Study / SW Planning / 2019-23
City of Sandy, Utah	Transfer System Business Plan / 2010 and 2018
Lincoln County, Oregon	Material Management Solid Waste Plan / 2018
City of Boise, Idaho	S.W. Management Plan / S.W. Procurement Analysis / 2007
Yamhill County, Oregon	Landfill Disposal Alternatives Study / 2012
Silver City, New Mexico	S.W. System Analysis / Program Implementation / 2005
Kodiak Island Borough, Alaska	S.W. Management Plan / Service Procurement / 2008-09
Santa Fe SWMA, Santa Fe, New Mexico	S.W. Management Plan / 2011
Wyoming Planning Areas, Wyoming	S.W. Management Plans (21 plans) / 2008 to 2010
Lane County, Oregon	Program Technical Review / 2012
Yakima County, Washington	Landfill Rate Study / S.W. Management Plan / 2006
Tillamook County	Solid Waste Management Plan / HHW Plan 2012
Thurston County, Washington	Solid Waste Management Plan
Kitsap County, Washington	Solid Waste Management Plan / UTC submission 2008

3.3 Rate Setting and Solid Waste Project References

Clackamas County Annual Collection System Financial / Operational Review and Rate Setting

Client: Clackamas County, Oregon ~ **Reference:** Rick Winterhalter, Ph. 503-742-4466

Mr. Bell has performed this county's annual solid waste review since 2001. The financial and operational review consists of 8 separate hauling companies serving the county's 59,300 residential and 2,200 commercial customers in the county's unincorporated urban and rural areas. The county covers 1,879 square miles and is segregated into four distinct regions.



Portland Metro Area Annual Solid Waste Collection Rate Review and Rate Setting Engagements

Client: City of Gresham, Oregon ~ **Reference:** Shannon Martin, Ph. 503-618-2624

Client: City of Beaverton, Oregon ~ **Reference:** Scott Keller Ph. 503-526-2217

Client: City of Cornelius, Oregon ~ **Reference:** Peter Brandom, Ph. 503-680-3508

City of Albuquerque Annual Cost of Service Study and Rate Setting

Client: Albuquerque Solid Waste Department, Albuquerque, New Mexico

Reference: Lawrence Maldonado, Department Deputy Director, Ph. 505-761-8122

The City of Albuquerque's Solid Waste Department is a vertically integrated system that provides collection and disposal services to 180,000 residential and 11,000 commercial customers. The Department's annual budget is over \$92 million. Bell & Associates has assisted the City of Albuquerque by calculating the City's cost of service rates since 2009. The rate reporting process coincides with the annual budget review. The report allows the Solid Waste Department to communicate program costs and proposed rate changes to the City Council for the upcoming fiscal year. Over the last 15 years, Mr. Bell has completed the current system's annual financial review and cost modeling.



Oregon DEQ / Improving Oregon Recycling Systems Infrastructure

Client: Oregon DEQ ~ **Reference:** David Allaway, Ph. 503-229-5479

Mr. Bell was a sub-consultant to Cascadia Consulting and assisted Oregon DEQ with cost modeling for the state's recycling infrastructure and program costs. Data points from collection and processing operations throughout Oregon were analyzed and aggregated to estimate alternative system scenarios' cost and operational impacts. DEQ utilized the project's findings to assist with drafting Senate Bill 582, which became Oregon's extended producer responsibility law.





Section 4: Project Budget

The fees for the Annual Rate Review are based on the estimated time to complete the proposed scope of work detailed in the RFP. This proposed fee is a not to exceed fee based on the outlined work program. If the projects can be completed in less than our estimates, then Bell & Associates will bill accordingly. If we find it will take considerably more time, due to a change in scope, we will discuss any changes with the Project Manager and will not proceed without prior written authorization.

Task	Description	Hours	Cost
1	Project Management	6	\$1,176
2	Review Prior Year & Update Templates	6	\$1,176
3	Proof Reports and Import into Templates	14	\$2,744
4	Analysis of the Reports	42	\$8,232
5	Adjusting of the Reports	28	\$5,488
6	Report the Reviewed Results	6	\$1,176
7	Projection of Current Year Results	18	\$3,528
8	Setting of Rates (if necessary)	12	\$2,352
9	Final Reports and Meetings	8	\$1,568
	Totals	140	\$27,440
Report Verification			
Task	Assumes two haulers are selected	Hours	Cost
1	Engagement Planning	2	\$392
2	Pre-Visit	2	\$392
3	Conducting the Site Visits	14	\$2,744
4	Reporting the Results	8	\$1,568
	Totals	26	\$5,096
	Total Budget (2025)	166	\$32,536

The proposed fee for the 2025 Rate Review is \$32,536 (166 hours x \$196). The estimated cost for future years will be adjusted by CPI to a maximum of 3% in the following years - \$33,512 in 2026 and up to \$36,620 in 2029.

Additional consulting work will be invoiced at the same hourly rate as the rate review. As in the past, additional consulting work requested by the County's Project Manager will be submitted with a scope of work and budget for approval prior to the commencement of the requested project.