

City of St. Helens

**PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Donovan Enterprises, Inc.** (“Contractor”).

**RECITALS**

**A.** The City is in need of personal services for a utilities rate study, and Contractor represents that it is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to a utilities rate study, and Contractor accepts such engagement. The principal contact for Contractor shall be **Steve Donovan, phone (503)517-0671**.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2026. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-

consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens OR 97051

**CONTRACTOR:** Donovan Enterprises, Inc.  
Attn: Steve Donovan  
9600 SW Oak Street, STE 335  
Tigard, OR 97223  
[steve.donovan@donovan-enterprises.com](mailto:steve.donovan@donovan-enterprises.com)

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Insurance.**

**9.1** At all times during the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**9.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

**9.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees, and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for

waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## **10. Termination.**

**10.1 Termination for Cause.** City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## **10.2 Breach of Agreement**

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement, and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered

after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3** Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1** Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save, and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, actions of whatsoever nature, including intentional acts, resulting from, or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents, or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

**14.2** Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents, or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

**16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**16.8** No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.8.1** Either:

**16.8.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.8.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.8.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.8.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.9** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.10** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.11** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.12** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.13** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**16.14** The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

**16.15** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor

shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.16** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.17** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.18** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.19** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.20** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.21** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.22** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

**17. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**18. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**19. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties’ partners, successors, executors, administrators and assigns.

**20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

## **21. Mediation/Dispute Resolution**



**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

**23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

**23.4** This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**24. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: 

Print: John Walsh

Title: City Administrator

Date: 9/18/25

**CONTRACTOR:**

Donovan Enterprises, Inc.

Signature: 

Print: Steven J. Donovan

Title: President

Date: September 15, 2025

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

## ATTACHMENT A

### Scope of Work

#### Scope of Work

##### Task 1 – Rate Study Kickoff and Data Collection

*...We have developed a task plan to meet the City's short-term needs and adequately address long-term policy objectives....*

There are three separate elements of a rate study: revenue requirements, cost of service allocation, and rate design. Our approach uses these steps as basic elements of a study tailored to the City's specific interests and needs. We have highlighted some of the utility management issues that we often address through the rate study process in the task plan outlined below. In the interest of brevity, we recognize and concur with the thorough description of the tasks contained in the RFP and will therefore not repeat them. Rather, we will highlight the key tasks, analyses, and considerations that will be essential to a successful study.

**Data Collection** - This initial project task is essential to timely completion of the engagement. A rate study requires data from various sources, including financial statements (income statement and balance sheet), budgets, asset schedules or inventories, and customer billing data. We have already collected a considerable amount of data in preparation for this engagement, as shown above in our presentation of the estimated cash positions of the water and sewer funds. We also schedule an initial project kick-off meeting to review available data, clarify unfulfilled data needs, identify key contact persons, and assign responsibilities. Data collection will also include identifying the steps required to obtain the customer statistics for use in the cost of service analysis. Finally, as part of our analysis, we will identify standard reports and formats which will improve management review capability and simplify future updates.

As this database takes shape it will be important to keep the process oriented on the objective for this study, which is an accurate, comprehensive, and clearly documented cost basis for each enterprise. Particular focus will be placed on understanding and separating storm and surface water management data from sanitary sewer data. To be useful, the project must produce maintenance standards and costs that are mutually understood and ultimately "owned" by the City as the process moves forward before the Council and ratepayers.

##### Task 2 – Preliminary Model and Revenue Requirements Development

Once the data collection and validation task is completed and vetted by the City project manager, the consultant team will develop a model in Microsoft Excel format. We design our models for easy use by City staff and build in flexibility for the inclusion of future water, sewer, and surface water management services. The model will function as each utility's financial plan. We will develop the financial plan models to allow for evaluation of alternative policies and strategies. The models typically perform several revenue sufficiency tests, such as cash flow, coverage, and earnings, against which the sufficiency of current rates to fund enterprise activities is measured. The revenue requirements analysis determines the amount of revenue needed from rates. This is related to utility cash flow or income requirements, constraints of bond covenants, and specific fiscal policies related to the water and wastewater utilities. The matter of compliance with bond & loan covenants is particularly important in this case because the City of St. Helens has over \$6.1 million in principal outstanding on enterprise utility long term debt as of June 30, 2024.

The DEQ SRF loans require the City to maintain sewer rates and fees sufficient to generate net operating revenues in each fiscal year of at least 105% of the debt service requirement for the fiscal year. For the fiscal year ended June 30, 2016, net operating revenue was \$1,791,426, while 105% of the debt service requirement was \$412,417. Additionally, these loans require the City to document and maintain a reserve

for debt service. At June 30, 2016, the reserve requirement for the Sewer Fund was \$345,523. The City presents this amount as restricted net position. The Capital One loans are backed by the full faith and credit of the City and require a debt ratio of 1.10 for the Water and Sewer Funds. At June 30, 2016, the Water Fund had a debt ratio of 2.27 and the Sewer Fund had a debt ratio of 4.56.

To meet the utilities' need to implement a rate adjustment to meet requirements, we recommend evaluating the revenue requirements as follows: review of the utility's current fiscal policies and their impact on the revenue requirements to ensure that the rate models reflect the financial objectives of the City. We will evaluate the impact of changes in policy, such as capital improvement funding approaches or reserve levels, to determine the impact of changes on revenue requirements. Through the linkage of the analysis to a model of fund balances, rate strategies such as uniform increases, single or multi-year increases, or other strategies can be evaluated on an ongoing basis in terms of compliance with all fiscal constraints.

The specific tasks that will be included in development of the financial plan model will be:

1. Review historical costs and revenues and project revenue under existing rates (this will provide information on current capacity of rates to support revenue requirements). During this work, we will also identify and develop applicable revenue sufficiency tests. Finally, we will determine projected revenue shortfalls (if any) for the test year and present results to staff.
2. Develop long-term financial model (planning period consistent with adopted capital improvement plan(s) and policies). Based on the work done to establish the historical review of costs and revenues, we will expand the logic to a forecast horizon consistent with other City planning timeframes (currently set at a ten year forecast horizon). Consistency between the adopted Capital Improvement Plan(s) and the financial plan will be essential. Critical work in this sub task will be:
  - a. Project revenue under existing rates and determine overall revenue shortfalls by year for the forecast horizon. Identify annual increases needed to meet annual revenue requirements.
  - b. Forecast O&M and capital costs based on the adopted Capital Improvement Plan (CIP). It is clear that the CIP will result in increases to operations and maintenance expenses. New costs (life cycle) to operate and maintain these the facilities will be identified, vetted, and loaded into the financial plan model.
  - c. Evaluate capital funding alternatives, including bonding strategies. This task will include evaluating fiscal policies related to capital financing, including preferences for debt or equity funding. Also, analyses will be done to evaluate reserve levels for debt or equity funding, reserve levels for contingencies, and replacement of funding (i.e., explicit funding of depreciation). Finally, the feasibility of developing alternative sources of funds, including grants, special low interest loans, special fees, and SDC's will also be integrated into the analysis.
  - d. Develop rate increase strategy. In this sub task, we will evaluate rate implementation strategies for effects on utilities financial performance and condition.
  - e. Evaluate rate implementation strategies for effects on utility financial performance and condition.
  - f. Storm drainage funding

- i. The Project Team, through its sewer cost of service analysis, will isolate costs which are specific to the operation and maintenance of the City's storm drainage system.
  - ii. Based on these costs, along with known storm drainage capital needs, the project team will prepare two funding approaches which; a) show the sewer rate impact of continuing to recover storm drainage costs through the wastewater service charge along with the pros and cons of continuing this approach, and b) establish a storm drainage utility and dedicated revenue stream including a summary level feasibility/task plan providing the City with a roadmap toward implementing a storm drainage utility.
- g. Review revenue requirements findings with staff and the Council.

Upon the completion of the model building work, the consultant team will present the preliminary models to City's project team for review and comment. We suggest the City reserve a specific date and time for a staff workshop. This will allow a thorough briefing on the models contents and capabilities. Copies of the draft models will be left with the City team to use and beta test. Upon completion of this internal review, the consultant team will adjust the models to bring them in line with City staff requirements.

After incorporating City staff comments into the models, the consultant team will be prepared to make a presentation to the City Council at a work session (or perhaps to a City Council subcommittee). At this meeting, the consultant team will present the preliminary study results and demonstrate the use of the models to the Council. The presentation will also offer the Council a number of funding alternatives and implementation strategies. The agenda and format for the meeting will be prepared by the consultant team and reviewed with the City's project manager.

### Task 3 - Detailed Financial Analysis (including policy on current and future indebtedness)

*...A cost of service analysis generally addresses the basis for recovering revenues from customers according to the demands which they place on the utility...*

Cost of Service - The cost of service analysis allocates costs to functional categories, classifies customers, and defines their service characteristics, and distributes costs to customer classes. It also develops unit costs appropriate for recovering revenue requirements by customer class. An essential element of the cost of service analysis and rate review is to define customer service characteristics. This effort relies on the information contained in the customer billing system. The level of detail needed often exceeds that provided in summary reports. For example, to evaluate increasing block water rates, customer usage needs to be compiled by usage level. We pursue this information early in the assignment, recognizing the difficulties that can arise in developing necessary reports or downloading necessary raw data. Specific cost of service tasks include:

1. Develop functional allocation of costs. For water, this would include customers, fire protection, base usage, and extra capacity (peak demand). For wastewater, this would include customers, flow, strength of domestic discharge (i.e., BOD and TSS), and extra strength loading. Also included at this stage are any special allocations associated with providing service to wholesale customers. This allocation relies primarily on utility planning documents and generally available statistics.

2. Develop customer statistics. The specific structure of the statistics needed will depend on the types of rate structures that the City wishes to consider. We would work with the billing system staff and, if necessary, the Springbrook programmers to obtain either summary statistics or raw customer data.
3. Distribute costs to customer classes. Develop class revenue requirements based on usage/demand characteristics. Develop functional unit costs.

*...The cost of service analysis will likely result in different percentage rate increases among the customer classes, which may be more equitable based on the supporting analysis. ...*

#### Task 4 – Rate Analysis

The rate design effort examines and evaluates alternative rate structures. The analysis compares existing rates with alternative rate design and compares results with the allocated costs by customer class. The rate model can be designed to accommodate various rate alternatives, such as seasonal rates, block rates, and varying customer classifications if appropriate. Due to the nature of restructuring rates, impacts are not limited to customer classes nor necessarily uniform within them. The rate model also documents impacts on representative customers, as well as customer classes as a whole, in order to provide full information on the range of rate impacts which would result.

*...The City may want to consider implementing changes to the rate structure on a calendar year basis rather than fiscal year ...*

This avoids dramatic change during the summer peak period when customer sensitivity is highest and allows an education program to be implemented during the winter period when impacts will tend to be smaller. Specific tasks would include:

1. Review rate objectives and various alternatives for attaining those objectives with the City. Identify rate structures to be developed and quality of data to support them.
2. Develop rate model and incorporate customer statistics. Integrate with revenue requirements and cost of service models to automate the rate development process.
3. Develop and evaluate each rate alternative. Evaluation will be based on equity, sufficiency, and impacts.
4. Review preliminary rate findings with City staff. Refine analyses based on review. If appropriate, develop phased strategies for restructuring rates.

#### Task 5 – Draft Report, Staff Comments, Final Report, and Presentation to the City Council

As described above, the rate study is a blend of policy directive and technical follow-through. Our study approach emphasizes ongoing interaction and review with staff and the Council to assure the direction of the study. The documentation task is simply the culmination of that effort. We have found the most effective reporting method to be a policy-level document describing objective, general methods, summary results, considerations, and recommendations. This report, typically 15-20 pages in length including exhibits, provides a document, which is both meaningful and useful for decision-makers. Along with this, a detailed printed record of the analyses is also provided.

An equally important element of successfully completing the study is presentation. We will conduct a presentation to the Council and/or other forums as appropriate, or support staff presentations if this is

preferred. Additional presentations or workshops can also be incorporated. We have often worked with Citizen Advisory Committees, particularly in potentially controversial efforts. Specific tasks include:

1. Present Draft Rates Proposal - As discussed above, when the draft models have been completed and vetted by the City staff team, the consultant team will present the proposals regarding rates to the City Council via work session.
2. Prepare Draft Report - Prepare and submit a draft report for City review and comment. Review the report with the City and determine revisions for the final version. In this step, we will prepare and submit seven (7) bound copies of the draft report, and one (1) unbound copy. We will also present the preliminary report to the City Council and Staff at a public meeting.
3. Prepare Final Report - Prepare and submit the final report to the City. The final report submittal will consist of ten (10) bound copies and one unbound copy. These final versions will be given to the staff for distribution to the Council and other interested parties. We will also provide Staff with a disk that will contain the final report in MS Word format and all related Excel spreadsheet models.
4. Present a Resolution for City Council consideration that will adopt the recommended rates.



## ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents, and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City Administrator  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>KAZEM ABUNNADI</b> 9780 SW SHADY LN STE 220 TIGARD OR 97223	<b>CONTACT</b> <b>NAME:</b> KAZEM ABUNNADI <b>PHONE</b> (A/C, No, Ext): (503) 520-0794 <b>FAX</b> (A/C, No): <b>E-MAIL</b> ADDRESS: kabunnad@amfam.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Midvale Indemnity Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>27138</b>
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## COVERAGES

CERTIFICATE NUMBER: 29488275256659

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	BPP1061778	11/17/2024	11/17/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	<b>PROFESSIONAL LIABILITY</b>						<b>OCCURRENCE</b>	
							<b>AGGREGATE</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Financial Planner Offices - No stock brokerages /

## CERTIFICATE HOLDER

## CANCELLATION

CITY ADMINISTRATOR, CITY OF SAINT HELENS  
265 STRAND STREET  
SAINT HELENS OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DONOENT-01

AITWALSH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Oregon, LLC 3125 Chad Drive, Suite120 Eugene, OR 97408	<b>CONTACT NAME:</b> Tami Walsh	
	<b>PHONE (A/C, No, Ext):</b> (541) 687-4799	<b>FAX (A/C, No):</b> (541) 687-4718
	<b>E-MAIL ADDRESS:</b> info.APOregon@assuredpartners.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company	<b>18058</b>
<b>INSURED</b>  Donovan Enterprises, Inc. 9600 SW Oak Street Suite 335 Tigard, OR 97223	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liabili</b>			<b>PHSD1828624</b>	<b>12/1/2024</b>	<b>12/1/2025</b>	<b>Per Claim</b> <b>2,000,000</b>
<b>A</b>	<b>Professional Liabili</b>			<b>PHSD1828624</b>	<b>12/1/2024</b>	<b>12/1/2025</b>	<b>Aggregate</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of St. Helens its officers, agents, and employees are included as Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of St. Helens  
City Administrator  
265 Strand Street  
Saint Helens, OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2025

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<b>PRODUCER</b>  KAZEM ABUNNADI 9780 SW SHADY LN STE 220 TIGARD OR 97223	<b>CONTACT</b>	
	NAME: KAZEM ABUNNADI	
	PHONE (A/C, No, Ext): (503) 520-0794	FAX (A/C, No):
	E-MAIL ADDRESS: kabunnad@amfam.com	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> DONOVAN ENTERPRISES INC 9600 SW OAK ST STE 335 Tigard OR 97223	INSURER A : Midvale Indemnity Company	NAIC # 27138
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 64073355256664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	N	BPP1061778	11/17/2025	11/17/2026	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>						
	If yes, describe under DESCRIPTION OF OPERATIONS below							
	PROFESSIONAL LIABILITY						OCCURRENCE	AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Financial Planner Offices - No stock brokerages /

## CERTIFICATE HOLDER

## CANCELLATION

CITY ADMINISTRATOR, CITY OF SAINT HELENS  
265 STRAND STREET  
SAINT HELENS OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ATTACHMENT C

### Terms of Compensation

		\$175	
Task and Subtask Description		Steve Donovan	Dollars
<b><i>Water, Wastewater, &amp; Stormwater Financial Plan and Rate Study Tasks:</i></b>			
<i>Task 1 - Data collection and validation</i>			
a	Collect and validate financial data	6	\$ 1,050
b	Collect and validate forecast assumptions	6	1,050
c	Create and vet cost of service database	6	1,050
d	Compare and contrast City data	2	350
e	Develop preliminary gap analysis	4	700
<i>Task 2 - Preliminary model and revenue requirements development</i>			
a	Review historical costs and revenues; perform revenue sufficiency tests	8	1,400
b	Project revenue under existing rates and determine revenue shortfalls	4	700
c	Forecast O&M and capital costs for the water, wastewater, and stormwater utilities	8	1,400
d	Evaluate capital funding alternatives, and fiscal policies	8	1,400
e	Develop rate increase strategy	8	1,400
f	Evaluate rate implementation strategies for effect on utility financial performance	16	2,800
g	Review revenue requirements findings with Staff and the Council	8	1,400
<i>Task 3 - Detailed financial analysis</i>			
a	Develop functional allocation of costs	8	1,400
b	Develop customer statistics	8	1,400
c	Distribute costs to customer classes	8	1,400
<i>Task 4 - Rate analysis</i>			
a	Review rate objectives and alternatives	6	1,050
b	Develop rate model and incorporate customer statistics	8	1,400
c	Develop and evaluate each rate alternative	4	700
<i>Task 5 - Draft report, staff comments, final report, &amp; City Council presentation</i>			
a	Present draft rates proposal	8	1,400
b	Prepare draft report	12	2,100
c	Prepare final report	8	1,400
d	Present rates resolutions to City Council	8	1,400
Total labor hours .....		162	
Total labor cost .....		\$ 28,350	\$ 28,350
Graphics, mileage, printing and binding .....			1,000
Total not to exceed budget .....			<u>\$ 29,350</u>