



**City Council Workshop Agenda**  
**Monday, August 19, 2024, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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*NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)*

**To observe the meeting** (no public comment ability)

- go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream" (left on page)

**To participate in the meeting** (able to public comment)

- go to <https://us06web.zoom.us/j/84065790336>

(public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS**

**WORKSHOP TOPICS**

1. Recognition of 35-Year Anniversary for Ameer Rasmussen, Accounting Assistant  
Presenter: Cathy Huber Nickerson, Finance Director  
Time Estimate: 5 minutes
2. [2025-2026 Capital Budget Presentation](#)  
[Presenter: Debra Brooks, Financial Analyst and Matthew Thorup, Assistant Finance Director](#)  
[Time Estimate: 15 minutes](#)
3. [City of Camas 10 Year Revenue Forecast 2024-2033 – Presentation Available at the Workshop](#)  
[Presenter: Cathy Huber Nickerson, Finance Director](#)  
[Time Estimate: 20 minutes](#)
4. [2024-26 On-Call Professional Services Agreement for Water](#)  
[Presenter: Rob Charles, Utilities Manager](#)  
[Time Estimate: 5 minutes](#)
5. Staff Miscellaneous Updates  
Presenter: Steve Wall, Public Works Director  
Time Estimate: 10 minutes

**COUNCIL COMMENTS AND REPORTS**

**PUBLIC COMMENTS**

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**CLOSE OF MEETING**



# Staff Report

August 19, 2024 Council Workshop Meeting

2025-2026 Capital Budget Presentation

Presenter: Debra Brooks, Financial Analyst and Matthew Thorup, Assistant Finance Director

Time Estimate: 15 minutes

Phone	Email
360.817.7025	dbrooks@cityofcamas.us
360.817.7021	mthorup@cityofcamas.us

**BACKGROUND:** This presentation is to introduce 2025-2026 Capital Budget Decision Packages which departments have submitted for consideration. This presentation is to provide a high-level look at the capital budget submissions. It should be noted, these submissions will be evaluated with current resources, city priorities, timing, and ability to complete.

**SUMMARY:** Leadership is working with staff to put forth decision packages, present to Council, and work directly with the Executive Team.

Council will have opportunities in workshops, public hearings, documents, and council meetings to consider the proposed budget.

The community will have a variety of ways to provide input online and in-person including public hearings, citizen advisory boards, and an open house.

**BENEFITS TO THE COMMUNITY:** This agenda item provides context for decision making for City Council related to the 2025-2026 budget.

**POTENTIAL CHALLENGES:** The challenges are staff time and access to data. This is a project which will take time and commitment.

**BUDGET IMPACT:** This agenda item is part of the process for the 2025-2026 budget approval.

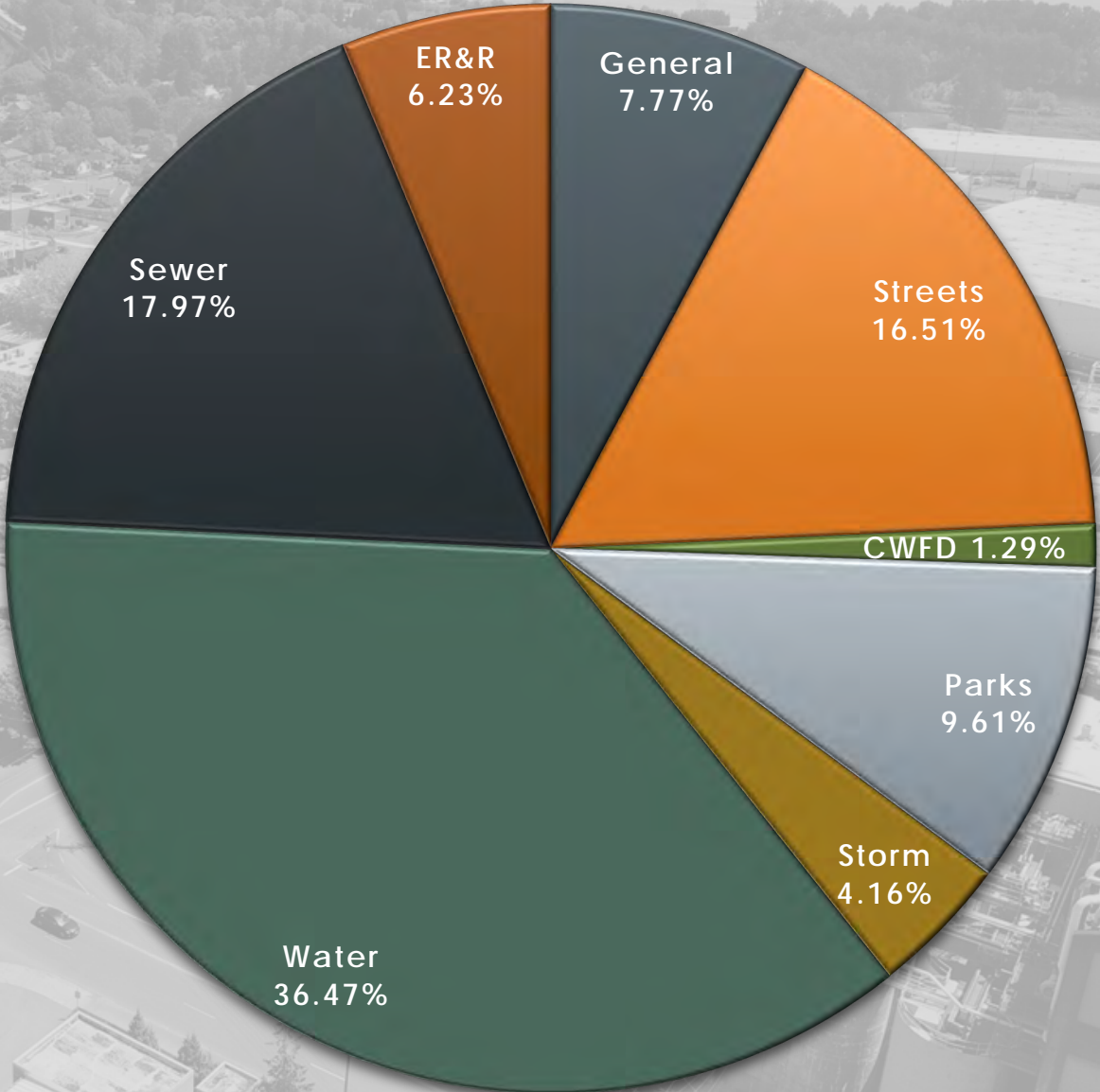
**RECOMMENDATION:** Information only.



# AS A PERCENTAGE OF TOTAL CAPITAL

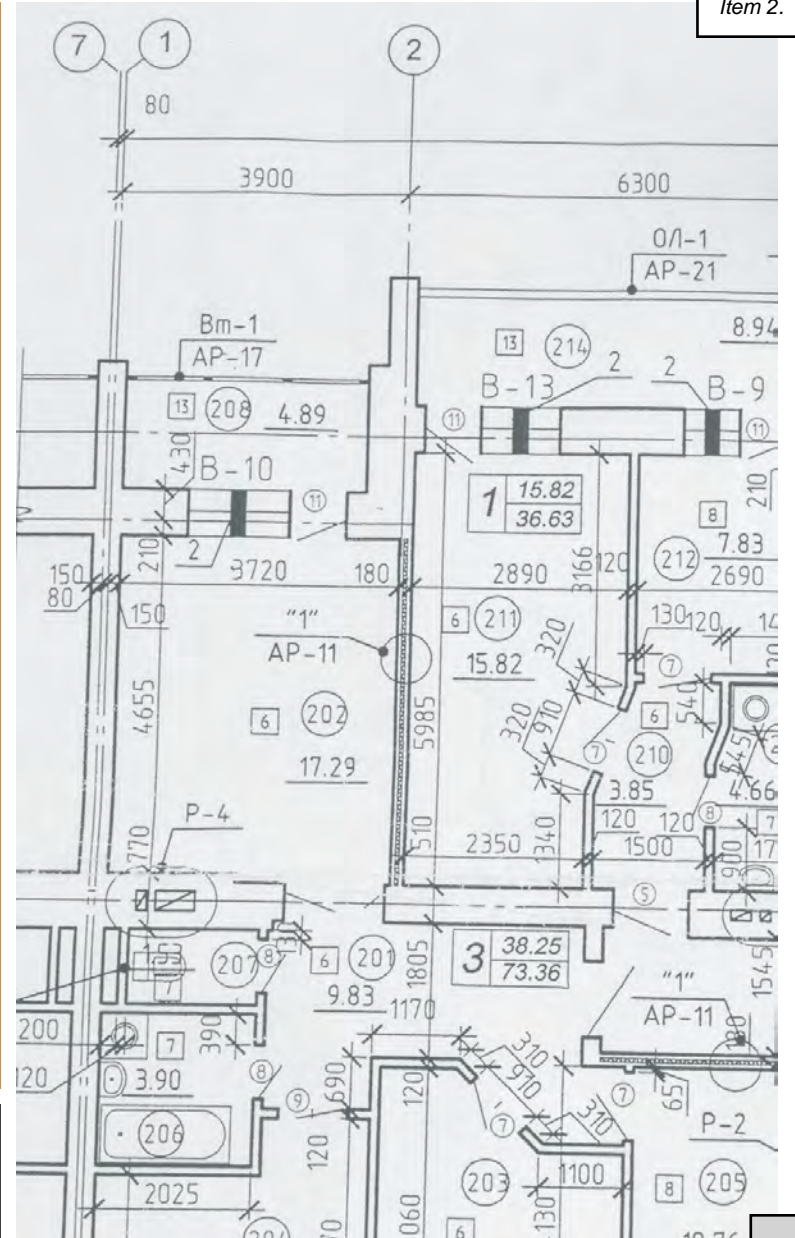
## 49 CAPITAL PACKAGES

- General Gov't – 5 projects
- Streets – 6 projects
- Fire/EMS – 1 project
- Parks – 8 projects
- Storm Water – 7 projects
- Water – 14 projects
- Sewer – 4 projects
- Equipm't R&R – 4 projects





# CARRY FORWARD AND RECURRING PROJECTS



# GENERAL FUND, STREETS, FIRE, PARKS

Type	Dept/Fund	Project	2025 Budget	2026 Budget	Total Biennium	Funding Source(s)
CF	Gen Govt	IT - Phone System Replacement	\$ 940,000	\$ -	\$ 940,000	Citywide
CF	Gen Govt	Library - Building Improvements	\$ 589,978	\$ -	\$ 589,978	General Fund
Recur	Streets	Pavement Preservation	\$ 996,259	\$ 1,028,048	\$ 2,024,307	Streets
Recur	Streets	ADA Improvements	\$ 75,000	\$ 75,000	\$ 150,000	REET
CF	Streets	Horizontal Curve Improvements	\$ 334,286	\$ -	\$ 334,286	Grants
CF	Streets	NW Lake & Sierra Signal Improvements	\$ 437,750	\$ -	\$ 437,750	TIF
CF	Streets	SR 500/Everett St Improvements	\$ 900,000	\$ -	\$ 900,000	Streets/Grants
CF	Streets	NW 38th Ave Impvmts, Ph. 3 - Construction	\$ 7,775,200	\$ -	\$ 7,775,200	Grants/Debt
Recur	CWFD	Replacement Fire Engine	\$ 905,994	\$ -	\$ 905,994	FIF
Recur	Parks	Open Space/Parks/Trails	\$ 250,000	\$ 250,000	\$ 500,000	REET
CF	Parks	Field Drainage & Restroom/Dugout Rehab	\$ 150,000	\$ -	\$ 150,000	General Fund
CF	Parks	Bike Park Design & Construction	\$ 325,000	\$ -	\$ 325,000	REET
CF	Parks	Crown Park Improvements Phase 1 & 2	\$ 4,522,000	\$ -	\$ 4,522,000	PIF, REET, Grants, Debt
CF	Parks	T-3 (East Lake) Trail	\$ 500,000	\$ -	\$ 500,000	PIF
CF	Parks	South Lacamas Creek (3rd Ave) Trailhead	\$ 337,681	\$ -	\$ 337,681	REET
CF	Parks	Legacy Lands Master Planning	\$ 83,757	\$ -	\$ 83,757	Legacy Lands

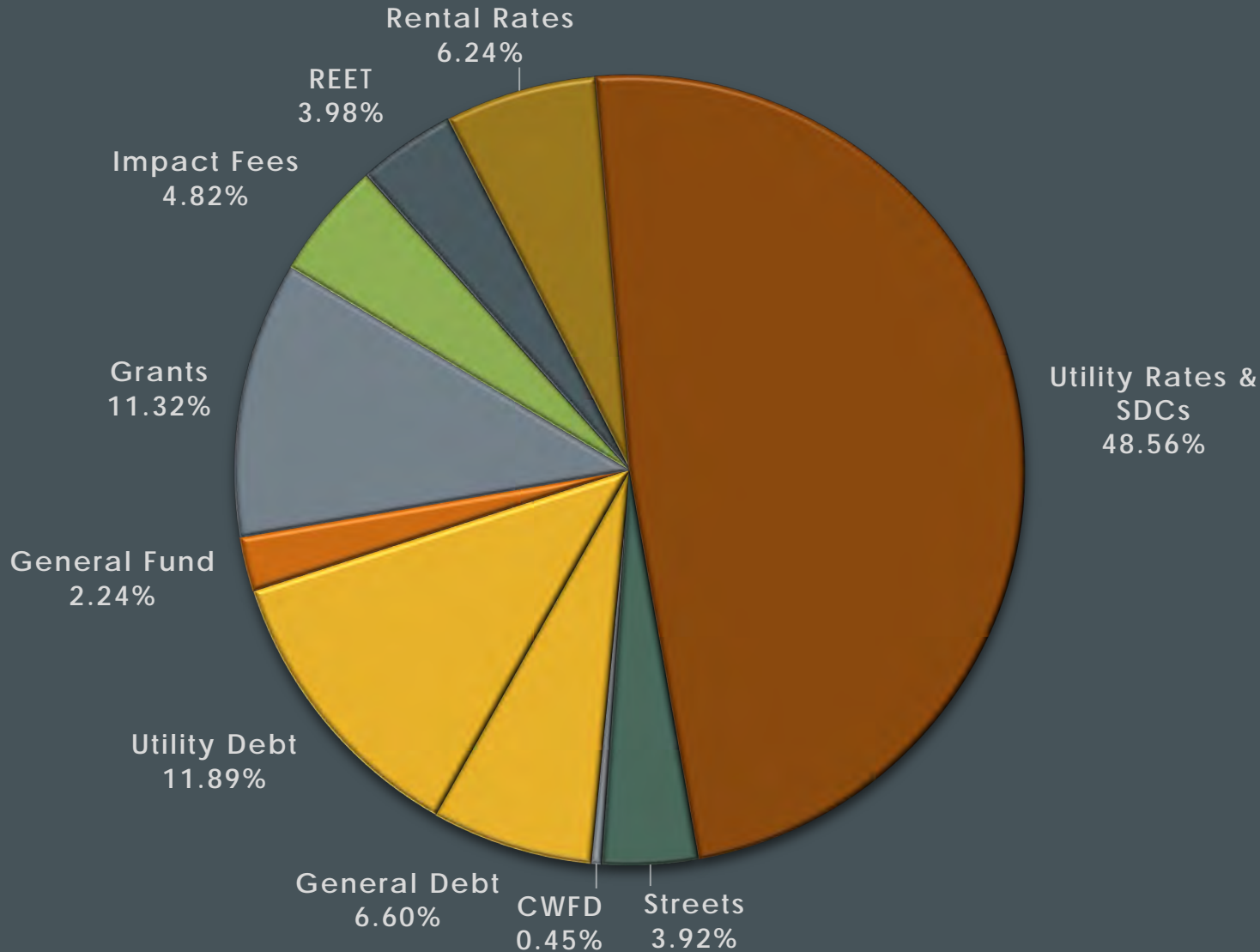
# WATER

Type	Dept/Fund	Project	2025 Budget	2026 Budget	Total Biennium	Funding Source(s)
Recur	PW/Water	Water Repair & Replacement	\$ 500,000	\$ -	\$ 500,000	Water Rates
CF	PW/Water	Well/Reservoir Site Security Upgrades	\$ 300,000	\$ -	\$ 300,000	Water SDCs
CF	PW/Water	Washougal Wellfield Improvements	\$ 200,000	\$ 200,000	\$ 400,000	Water SDCs
CF	PW/Water	Northshore Water Transmission Main	\$ 1,903,748	\$ -	\$ 1,903,748	Water SDCs
CF	PW/Water	SE 6th Ave Bridge Crossing - Construction	\$ 1,496,580	\$ -	\$ 1,496,580	Water Rates
CF	PW/Water	Lower Prune Hill Reservoir & Booster Stn	\$ 6,773,346	\$ -	\$ 6,773,346	Water Revenue Bond
CF	PW/Water	Boulder Creek Intake	\$ 124,849	\$ -	\$ 124,849	Water Rates
CF	PW/Water	Well 6/14 Waterline Transmission Main	\$ 910,722	\$ -	\$ 910,722	Water SDCs
CF	PW/Water	Zone 343 Reservoir Design	\$ 750,000	\$ -	\$ 750,000	Water SDCs
CF	PW/Water	PFAS Eval and Well 13 Construction	\$ 3,323,992	\$ 2,500,000	\$ 5,823,992	Water Rates, SDCs
CF	PW/Water	Angelo Booster Station Design	\$ 500,000	\$ -	\$ 500,000	Water SDCs
Recur	PW/Water	Timber Harvest (Nakia Creek)	\$ 94,855	\$ -	\$ 94,855	Water Rates

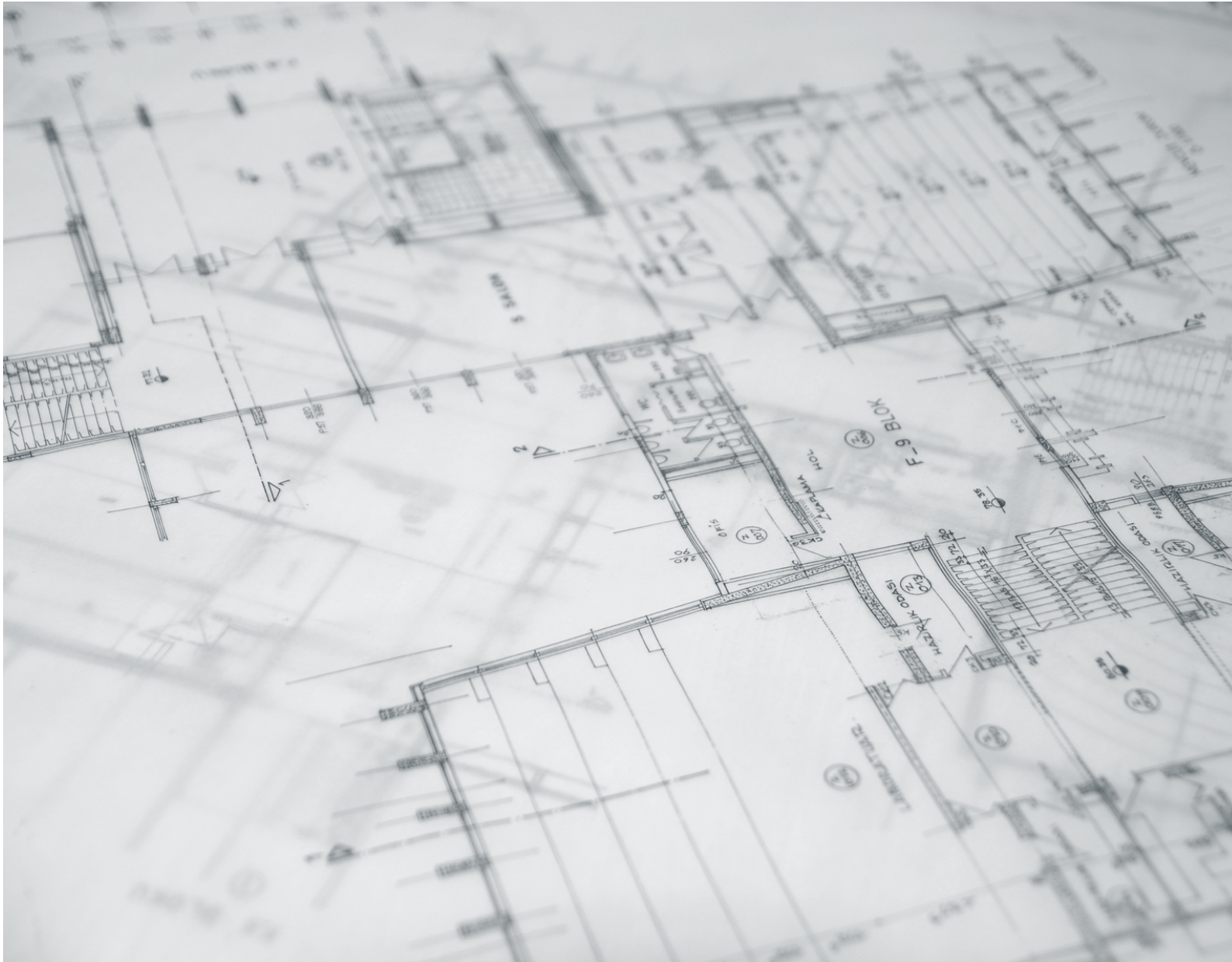


# STORM, SEWER, EQUIPMENT RENTAL

Type	Dept/Fund	Project	2025 Budget	2026 Budget	Total Biennium	Funding Source(s)
CF	PW/Storm	Upper Dam Gate Replacement	\$ 325,000	\$ -	\$ 325,000	Storm Rates
CF	PW/Storm	Crown View Storm/LS Generator	\$ 500,000	\$ -	\$ 500,000	Storm, Sewer Rates
CF	PW/Storm	Crown Park Storm Treatment Design	\$ 687,889	\$ -	\$ 687,889	Grant, Storm Rates
CF	PW/Storm	Downtown Storm Treatment Design	\$ 687,889	\$ -	\$ 687,889	Grant, Storm Rates
CF	PW/Storm	Lacamas Lake Treatment	\$ 500,000	\$ -	\$ 500,000	Grant, Storm Rates
Recur	PW/Sewer	WWTP Upgrades/R&R	\$ 3,500,000	\$ 3,500,000	\$ 7,000,000	Sewer SDCs
Recur	PW/Sewer	Pump Station R&R	\$ 2,000,000	\$ 2,000,000	\$ 4,000,000	Sewer SDCs
Recur	PW/Sewer	Gravity Sewer R&R/Upgrades	\$ 650,000	\$ 650,000	\$ 1,300,000	Sewer Rates
Recur	ER&R	Annual Vehicle Replacements	\$ 2,049,188	\$ 1,485,000	\$ 3,534,188	Vehicle R&R
CF	ER&R	Operations Center Generator	\$ 400,000	\$ -	\$ 400,000	Citywide



# CAPITAL FUNDING SOURCES FOR CARRY FORWARD

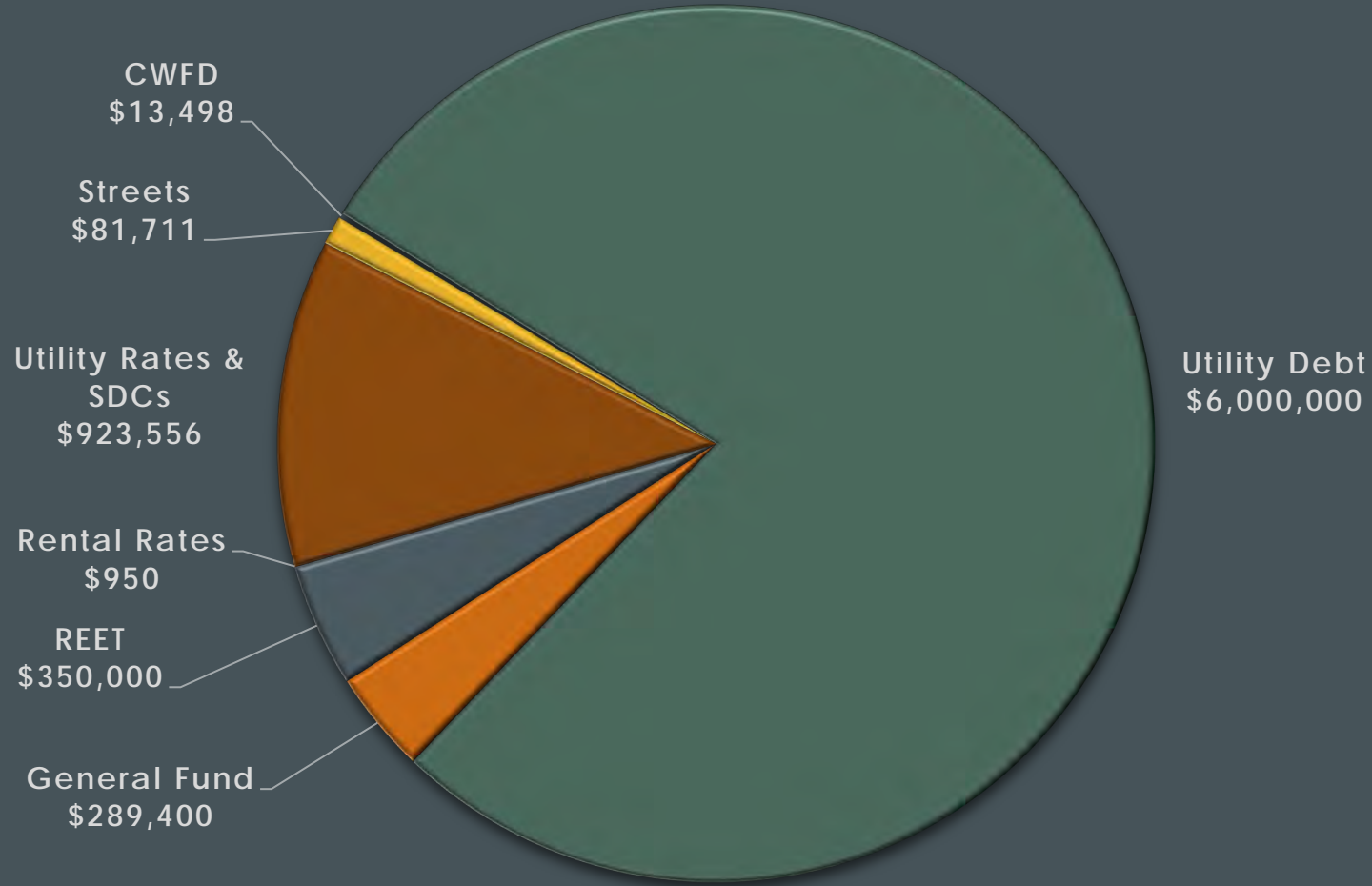


# NEW CAPITAL PROJECTS



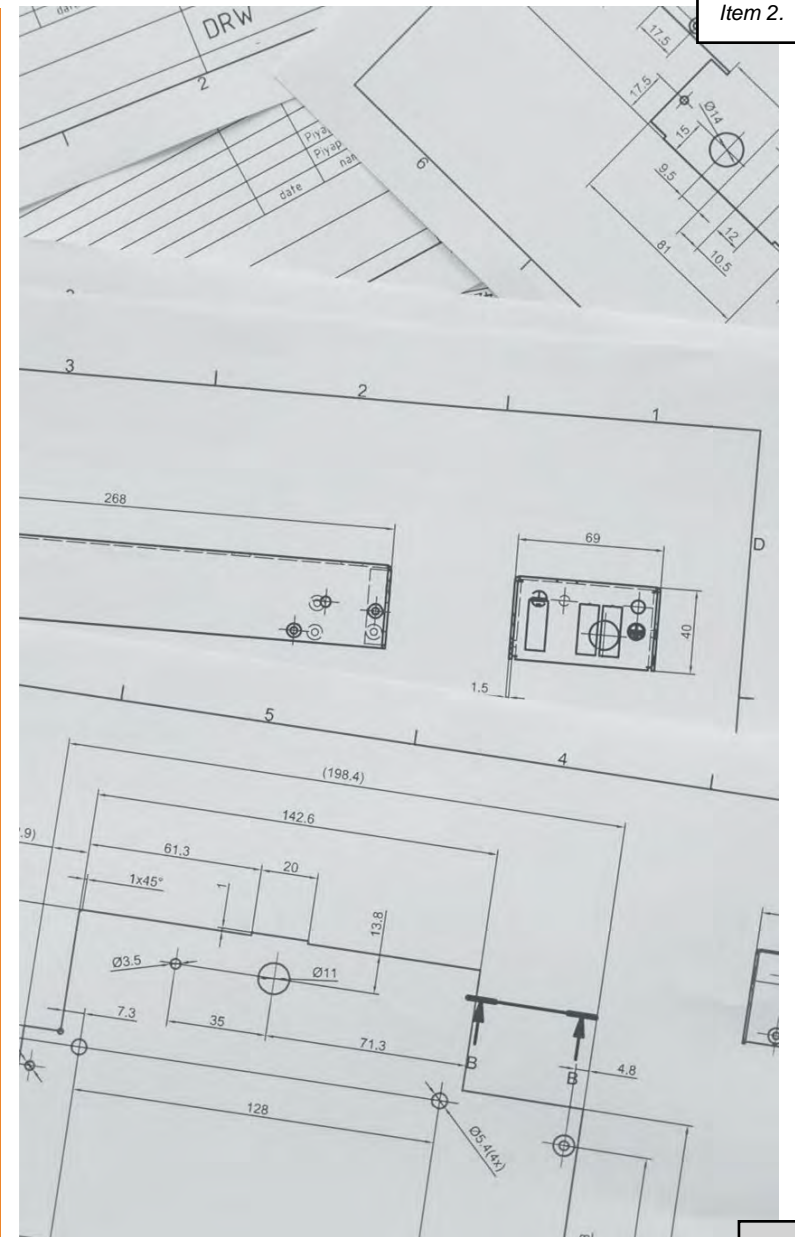
# NEWLY PROPOSED PROJECTS

Type	Dept/Fund	Project	2025 Budget	2026 Budget	Total Biennium	Funding Source(s)
New	Gen Govt	Police - Radio Replacement	\$ 129,115	\$ -	\$ 129,115	General Fund
New	Gen Govt	IT - Virtual Server Replacement	\$ 50,000	\$ -	\$ 50,000	Citywide
New	Parks	Forest Home Park Improvements	\$ 350,000	\$ -	\$ 350,000	REET
New	PW/Storm	Additional Gate at Lower Lake Dam	\$ 150,000	\$ -	\$ 150,000	Storm Water Rates
New	PW/Storm	Fish Wheel Removal	\$ -	\$ 75,000	\$ 75,000	Storm Water Rates
New	PW/Water	Gregg Reservoir Siting Analysis	\$ 100,000	\$ -	\$ 100,000	Water Rates
New	PW/Water	Operations Center Site	\$ 6,000,000	\$ -	\$ 6,000,000	Utility Debt
New	PW/Sewer	STEP Parallel Transmission Main	\$ 350,000	\$ -	\$ 350,000	Sewer Rates
New	ER&R	10 Yard Dump Truck (PW Shared)	\$ 400,000	\$ -	\$ 400,000	Citywide (PWorks)
New	ER&R	All-Terrain Mower (Parks)	\$ 55,000	\$ -	\$ 55,000	General Fund



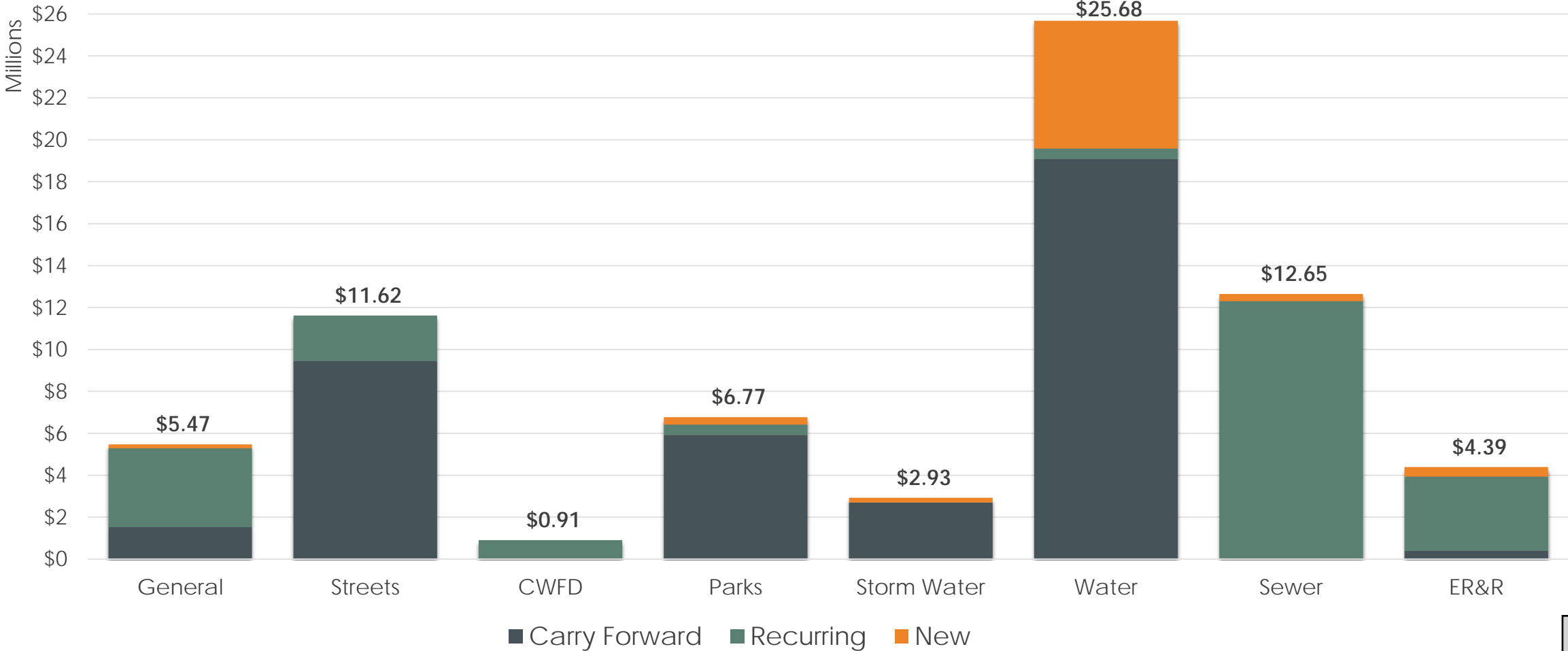
# CAPITAL FUNDING SOURCES FOR NEW PROJECTS

# CAPITAL PROJECT BUDGET SUMMARY





# TOTAL PROJECTED CAPITAL BY TYPE AND DEPT/FUND



2025 - 2026 PROPOSED CAPITAL BUDGET						FUNDING SOURCE																		
Dept /Fund	Type	Title	2025 Budget	2026 Budget	Total Biennium Budget	General	Streets	CWFD	TIF	PIF	FIF	REET 1	REET 2	Legacy Lands	Vehicle R&R	Grants/Contribbtns		Debt	Storm Water	Solid Waste	Water	Item 2.	SDC	
1	General Govt.	Recurs	Citywide Major Building Maintenance	\$ 3,759,092	\$ -	\$ 3,759,092												\$ 3,759,092						
2	General Govt.	New	Police Radio Replacement	\$ 129,115		\$ 129,115	\$ 129,115																	
3	General Govt.	Cary	IT - Phone System Replacement	\$ 940,000	\$ -	\$ 940,000	\$ 475,361	\$ 32,167	\$ 253,764							\$ 17,871			\$ 25,019	\$ 17,871	\$ 53,612	\$ 64,335		
4	General Govt.	New	IT - Virtual Server Replacement	\$ 50,000		\$ 50,000	\$ 25,285	\$ 1,711	\$ 13,498						\$ 950				\$ 1,331	\$ 951	\$ 2,852	\$ 3,422		
5	General Govt.	Cary	Library Building Improvements	\$ 589,978	\$ -	\$ 589,978	\$ 589,978																	
6	Streets/Cap	Recurs	Pavement Preservation	\$ 996,259	\$ 1,028,048	\$ 2,024,307		\$ 2,024,307																
7	Streets/Cap	Recurs	ADA Improvements	\$ 75,000	\$ 75,000	\$ 150,000						\$ 150,000												
8	Streets/Cap	Cary	Horizontal Curve Improvements	\$ 334,286	\$ -	\$ 334,286											\$ 334,286							
9	Streets/Cap	Cary	NW Lake & Sierra Signal Improvements	\$ 437,750	\$ -	\$ 437,750			\$ 437,750															
10	Streets/Cap	Cary	SR 500/Everett St Improvements	\$ 900,000	\$ -	\$ 900,000		\$ 121,500									\$ 778,500							
11	Streets/Cap	Cary	NW 38th Ave Impvmts, Ph. 3 - Construction	\$ 7,775,200	\$ -	\$ 7,775,200											\$ 4,557,045	\$ 3,218,155						
12	CWFD	Recurs	Replacement Fire Engine	\$ 905,994	\$ -	\$ 905,994				\$ 905,994														
13	Parks	Recurs	Open Space/Parks/Trails	\$ 250,000	\$ 250,000	\$ 500,000							\$ 500,000											
14	Parks	Cary	Field Drainage & Restroom/Dugout Rehab	\$ 150,000	\$ -	\$ 150,000	\$ 150,000																	
15	Parks	Cary	Bike Park Design & Construction	\$ 325,000	\$ -	\$ 325,000							\$ 325,000											
16	Parks	Cary	Crown Park Improvements Phase 1 & 2	\$ 4,522,000	\$ -	\$ 4,522,000				\$ 900,000			\$ 900,000			\$ 240,000	\$ 2,482,000							
17	Parks	Cary	T-3 (East Lake) Trail	\$ 500,000	\$ -	\$ 500,000				\$ 500,000														
18	Parks	Cary	South Lamas Creek (3rd Ave) Trailhead	\$ 337,681	\$ -	\$ 337,681						\$ 337,681												
19	Parks	Cary	Legacy Lands Master Planning	\$ 83,757	\$ -	\$ 83,757								\$ 83,757										
20	Parks	New	Forest Home Improvements	\$ 350,000	\$ -	\$ 350,000							\$ 350,000											
21	PW/Storm	Cary	Upper Dam Gate Replacement	\$ 325,000	\$ -	\$ 325,000													\$ 325,000					
22	PW/Storm	New	Additional Gate at Lower Dam	\$ 150,000	\$ -	\$ 150,000													\$ 150,000					
23	PW/Storm	New	Fish Wheel Removal	\$ -	\$ 75,000	\$ 75,000													\$ 75,000					
24	PW/Storm	Cary	Crown View Storm/LS Generator	\$ 500,000	\$ -	\$ 500,000													\$ 400,000		\$ 100,000			
25	PW/Storm	Cary	Crown Park Regional Storm Treatment Design	\$ 687,889	\$ -	\$ 687,889										\$ 170,000			\$ 517,889					
26	PW/Storm	Cary	Downtown Regional Storm Treatment Design	\$ 687,889	\$ -	\$ 687,889										\$ 170,000			\$ 517,889					
27	PW/Storm	Cary	Lamas Lake Treatment	\$ 500,000	\$ -	\$ 500,000										\$ 196,050			\$ 303,950					
28	PW/Water	Recurs	Water Repair & Replacement	\$ 500,000	\$ -	\$ 500,000															\$ 500,000			
29	PW/Water	Cary	Well/Reservoir Site Security Upgrades	\$ 300,000	\$ -	\$ 300,000																	\$ 300,000	
30	PW/Water	Cary	Washougal Wellfield Improvements	\$ 200,000	\$ 200,000	\$ 400,000																	\$ 400,000	
31	PW/Water	Cary	Northshore Water Transmission Main	\$ 1,903,748	\$ -	\$ 1,903,748																	\$ 1,903,748	
32	PW/Water	Cary	SE 6th Ave Bridge Crossing - Construction	\$ 1,496,580	\$ -	\$ 1,496,580															\$ 1,496,580			
33	PW/Water	Cary	Lower Prune Hill Reservoir & Booster Stn Repl	\$ 6,773,346	\$ -	\$ 6,773,346												\$ 6,773,346						
34	PW/Water	Cary	Boulder Creek Intake	\$ 124,849	\$ -	\$ 124,849															\$ 124,849			
35	PW/Water	Cary	Well 6/14 Watertline Transmission Main	\$ 910,722	\$ -	\$ 910,722																	\$ 910,722	
36	PW/Water	Cary	Zone 343 Reservoir Design	\$ 750,000	\$ -	\$ 750,000																	\$ 750,000	
37	PW/Water	Cary	PFAS Eval and Well 13 Design/Construction	\$ 3,323,992	\$ 2,500,000	\$ 5,823,992															\$ 1,323,992		\$ 4,500,000	
38	PW/Water	Cary	Angelo Booster Station Design	\$ 500,000	\$ -	\$ 500,000																	\$ 500,000	
39	PW/Water	Recurs	Nakia Creek Timber Harvest	\$ 94,855	\$ -	\$ 94,855															\$ 94,855			
40	PW/Water	New	Gregg Reservoir Siting Analysis	\$ 100,000	\$ -	\$ 100,000															\$ 100,000			
41	PW/Water	New	Operations Center Site	\$ 6,000,000	\$ -	\$ 6,000,000												\$ 6,000,000						
42	PW/Sewer	Recurs	WWTP Upgrades/R&R	\$ 3,500,000	\$ 3,500,000	\$ 7,000,000																	\$ 7,000,000	
43	PW/Sewer	Recurs	Pump Station R&R	\$ 2,000,000	\$ 2,000,000	\$ 4,000,000																	\$ 4,000,000	
44	PW/Sewer	Recurs	Gravity Sewer R&R/Upgrades	\$ 650,000	\$ 650,000	\$ 1,300,000																	\$ 1,300,000	
45	PW/Sewer	New	STEP Parallel Transmission Main	\$ 350,000	\$ -	\$ 350,000																\$ 350,000		
46	Equipmt Rent	New	10 Yard Dump Truck (PW Shared)	\$ 400,000	\$ -	\$ 400,000	\$ 80,000	\$ 80,000												\$ 80,000		\$ 80,000	\$ 80,000	
47	Equipmt Rent	New	All-Terrain Mower (Parks)	\$ 55,000	\$ -	\$ 55,000	\$ 55,000																	
48	Equipmt Rent	Recurs	Annual Replacements	\$ 2,049,188	\$ 1,485,000	\$ 3,534,188									\$ 3,534,188									
49	Equipmt Rent	Cary	Operations Center Generator	\$ 400,000	\$ -	\$ 400,000	\$ 60,000	\$ 55,000				\$ 55,000								\$ 55,000	\$ 55,000	\$ 60,000	\$ 60,000	
				\$ 58,644,170	\$ 11,763,048	\$ 70,407,218	\$ 1,564,739	\$ 2,314,685	\$ 267,262	\$ 437,750	\$ 1,400,000	\$ 905,994	\$ 542,681	\$ 2,075,000	\$ 83,757	\$ 3,553,009	\$ 6,445,881	\$ 22,232,593	\$ 2,451,078	\$ 73,822	\$ 3,836,740	\$ 1,957,700	16	264,470

\*2025 budgets for carry forward projects are placeholder amounts based on available budget as of 8/5/2024. The figures that will appear in the final 2025 budget will only reflect available carry forward amounts after all 2024 activity has been expensed.

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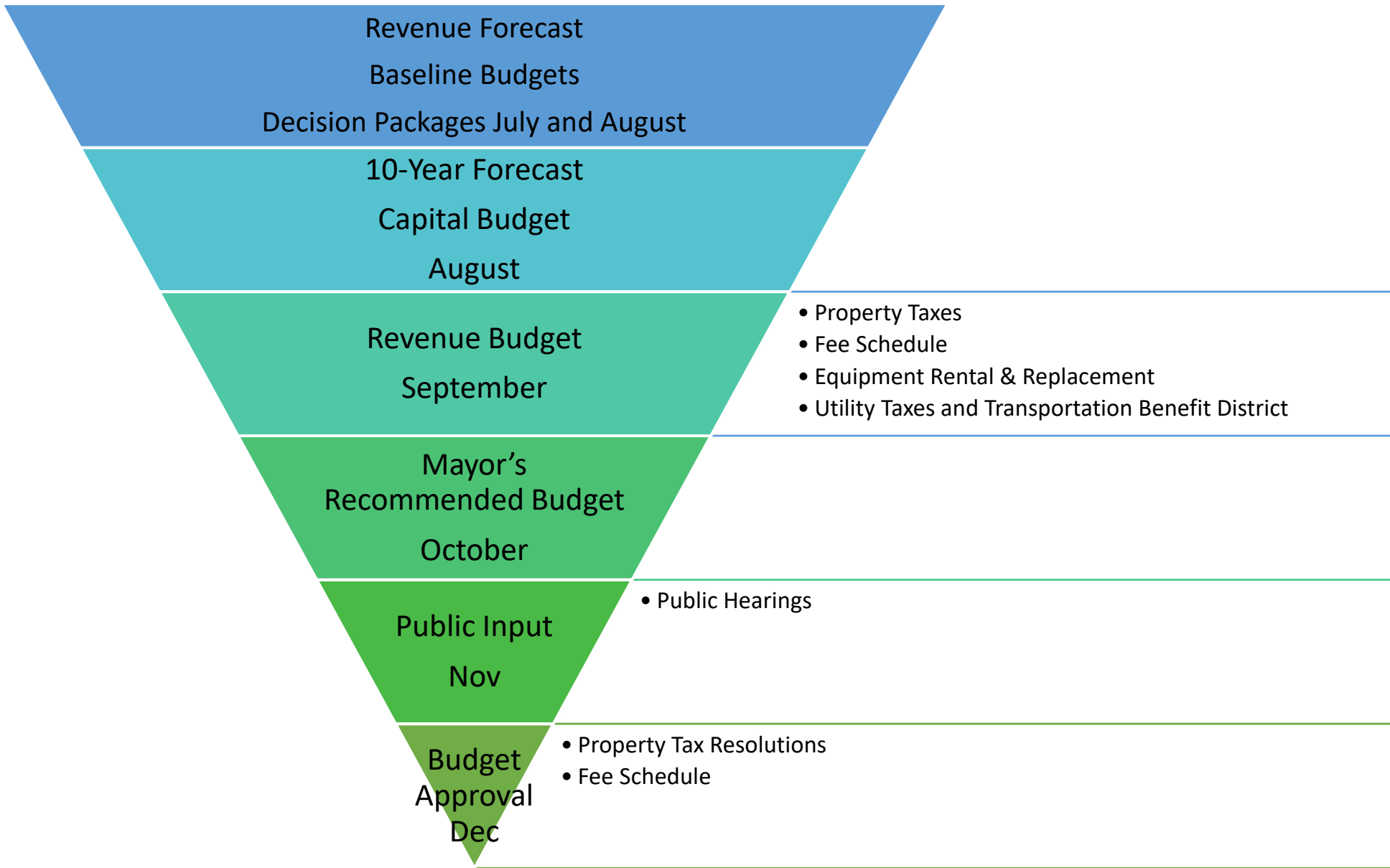
# QUESTIONS





# 2024-2033 10-Year Revenue Forecast

City of Camas



# Budget Process

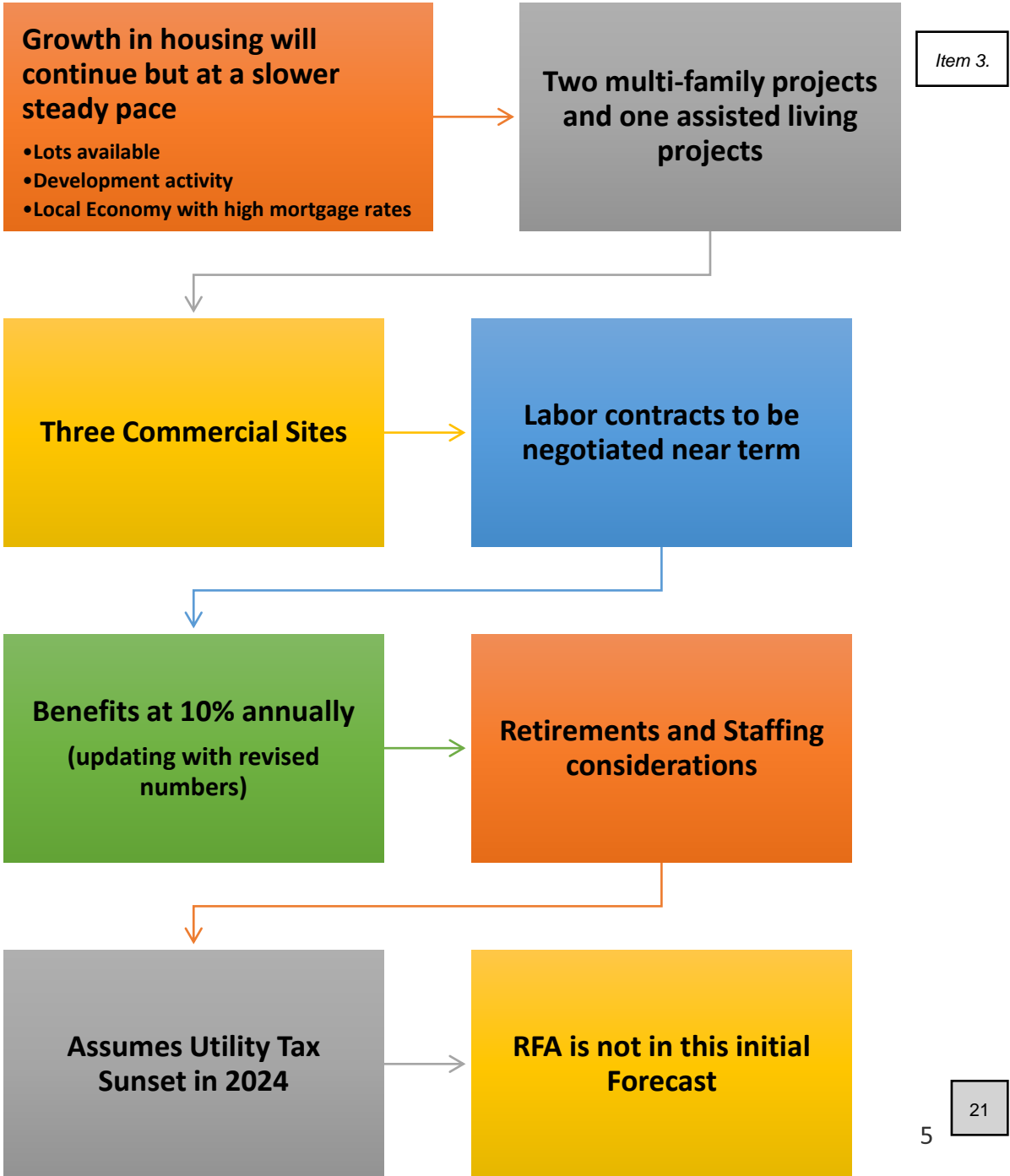


# Purpose of 10 Year Forecast

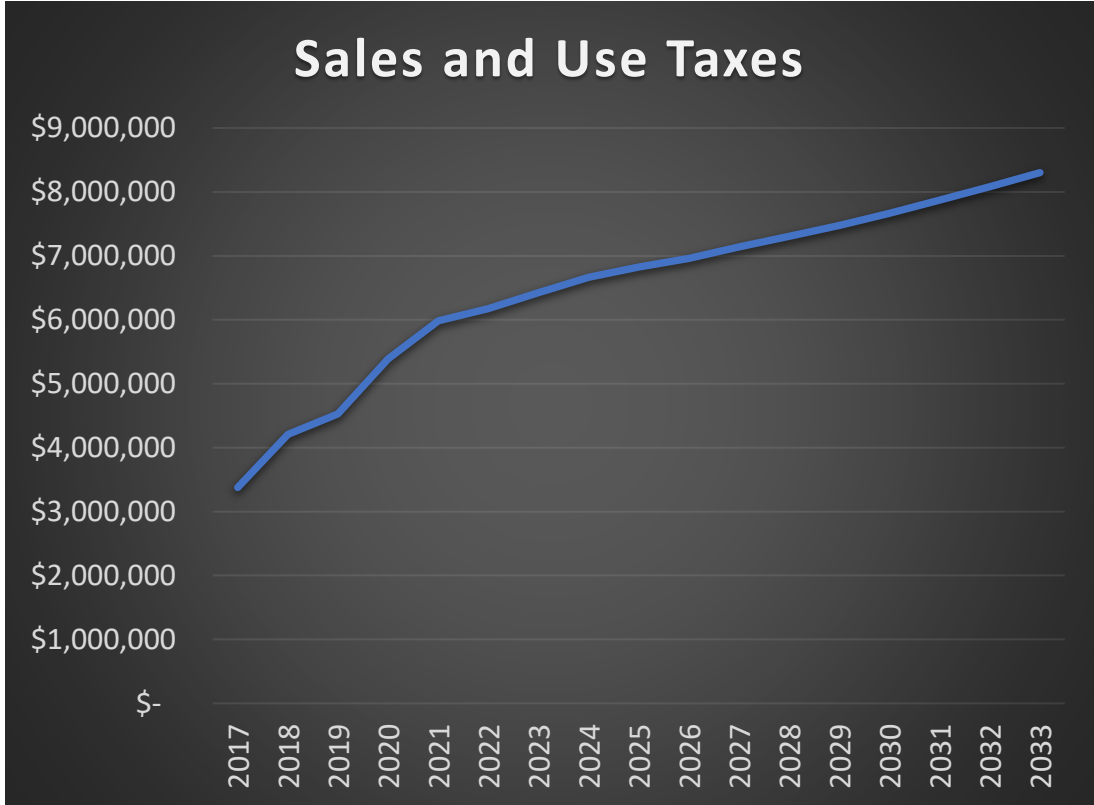
- Provides insights into current trends into the future
- Allows for what-if scenarios for policy development
- Checks to see if decisions are financially sustainable.
- Highlights potential structural deficits
- Determines potential burn rate of fund balance



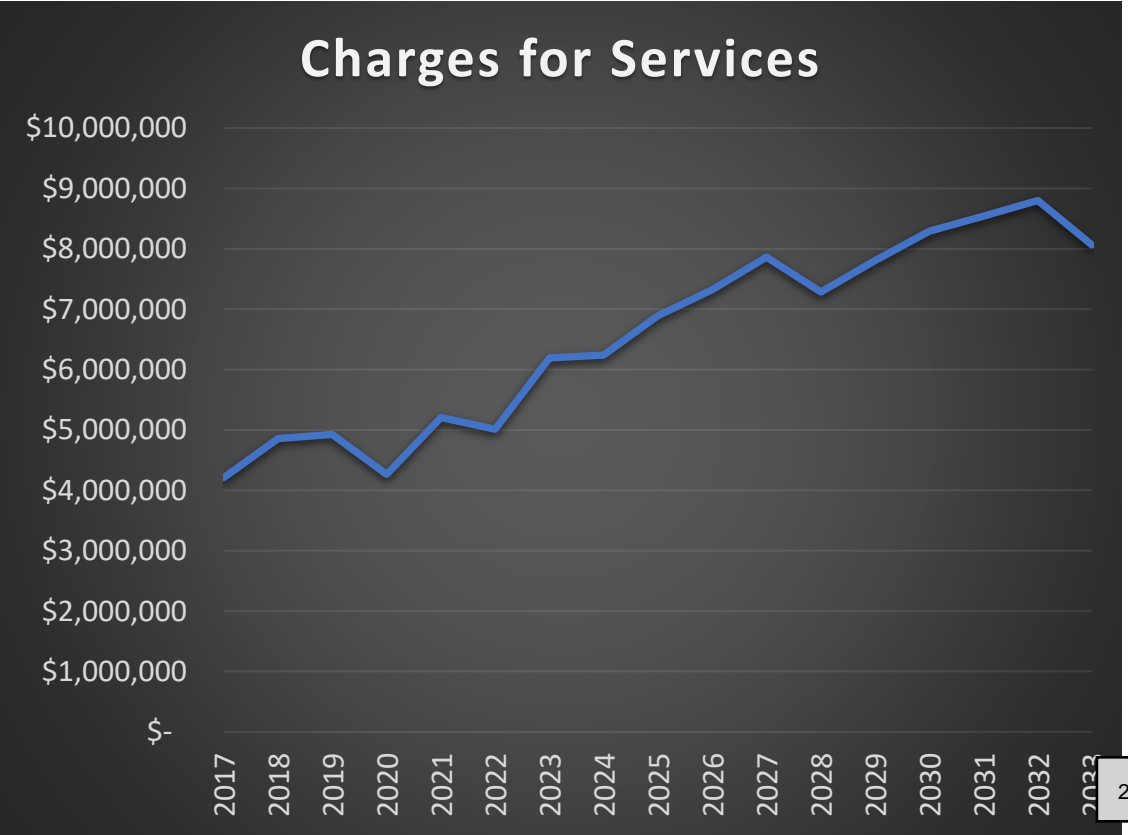
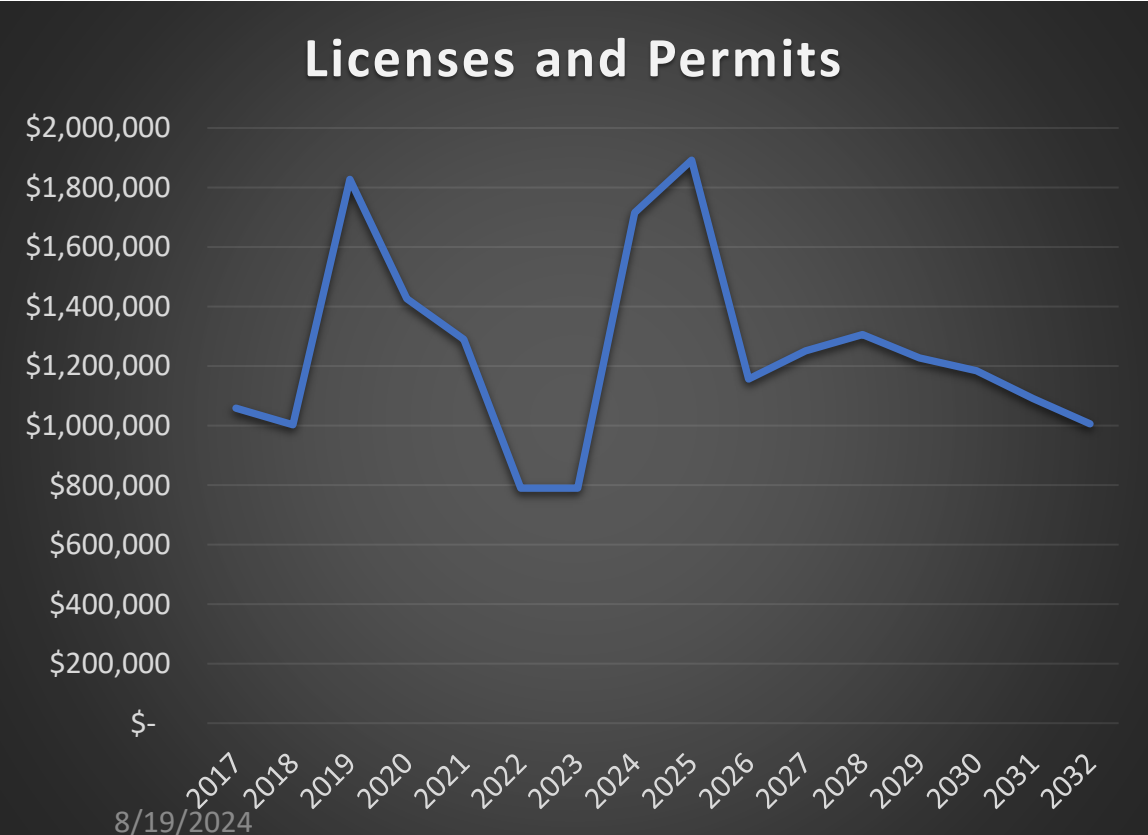
# 2024-2033 Forecast Assumptions



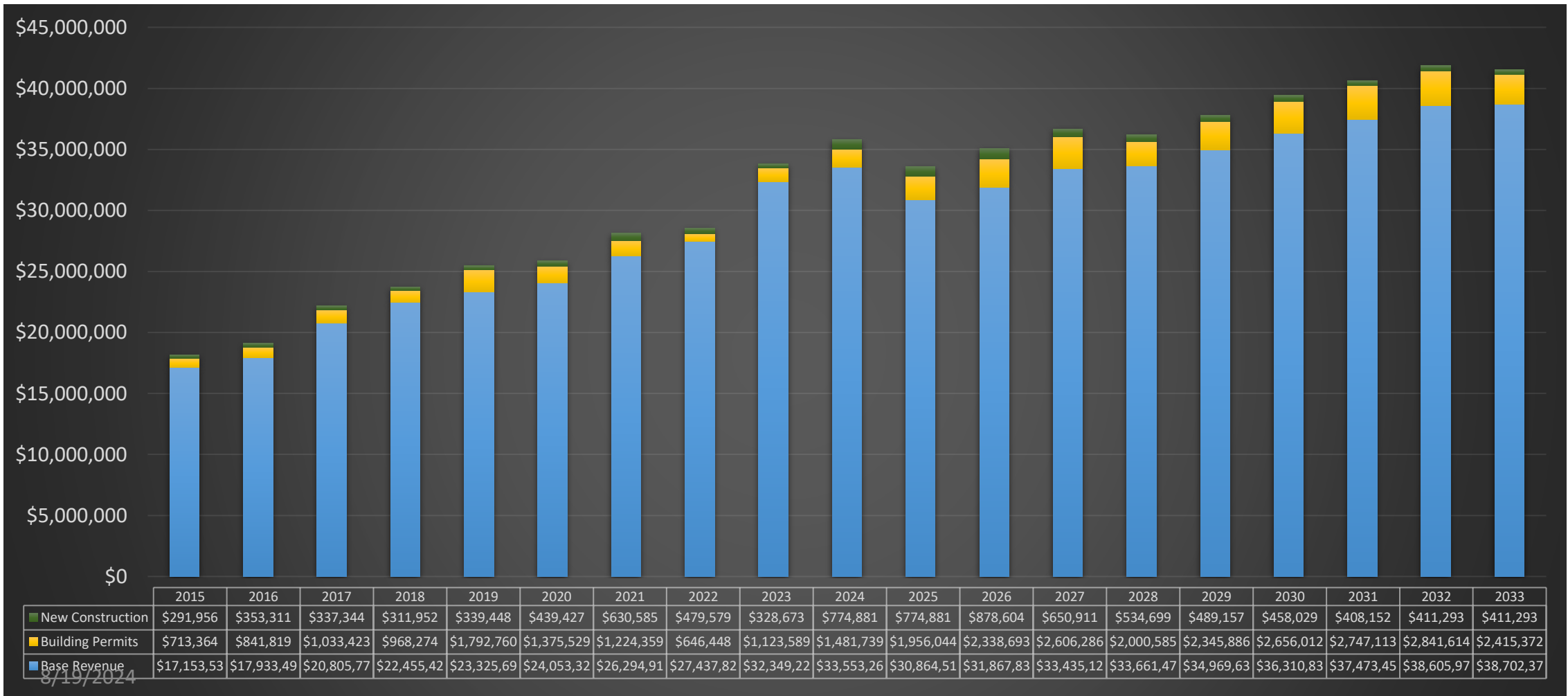
# Property Taxes and Sales Tax



# Largest Growth Revenues

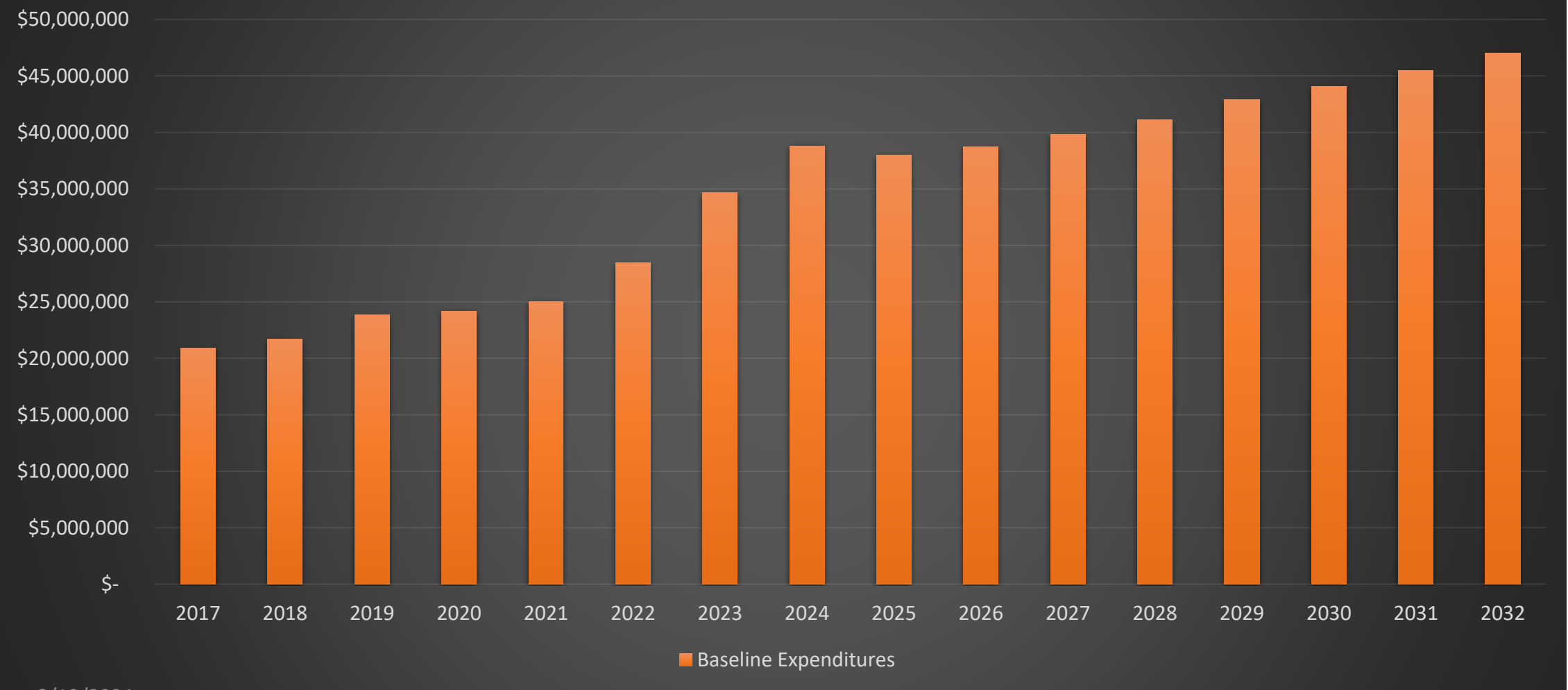


# Revenue Mix (Ongoing vs one-time)

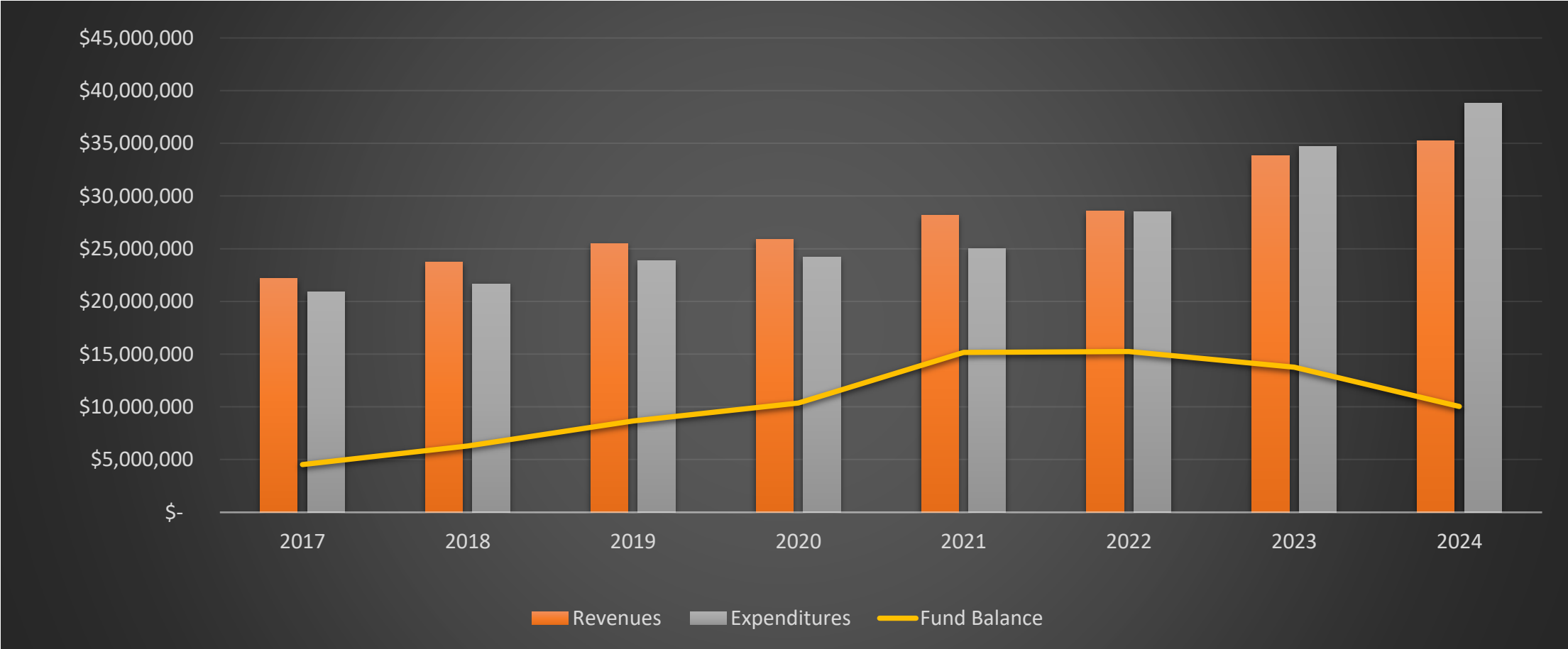


8/19/2024

# Forecast Baseline Expenditures



# Projected Revenues and Expenditures

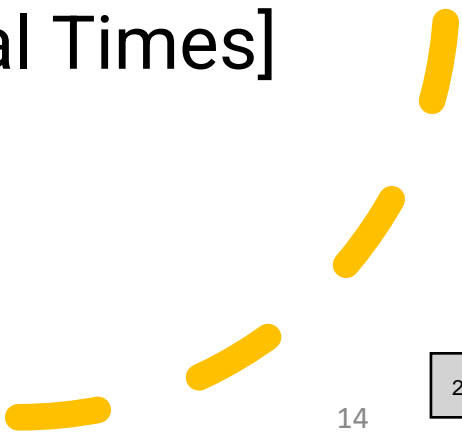




# Structural Deficit

- Structural Deficit.

**A budget deficit that results from a fundamental imbalance in government receipts and expenditures, as opposed to one based on one-off or short-term factors. [ Source: Financial Times]**



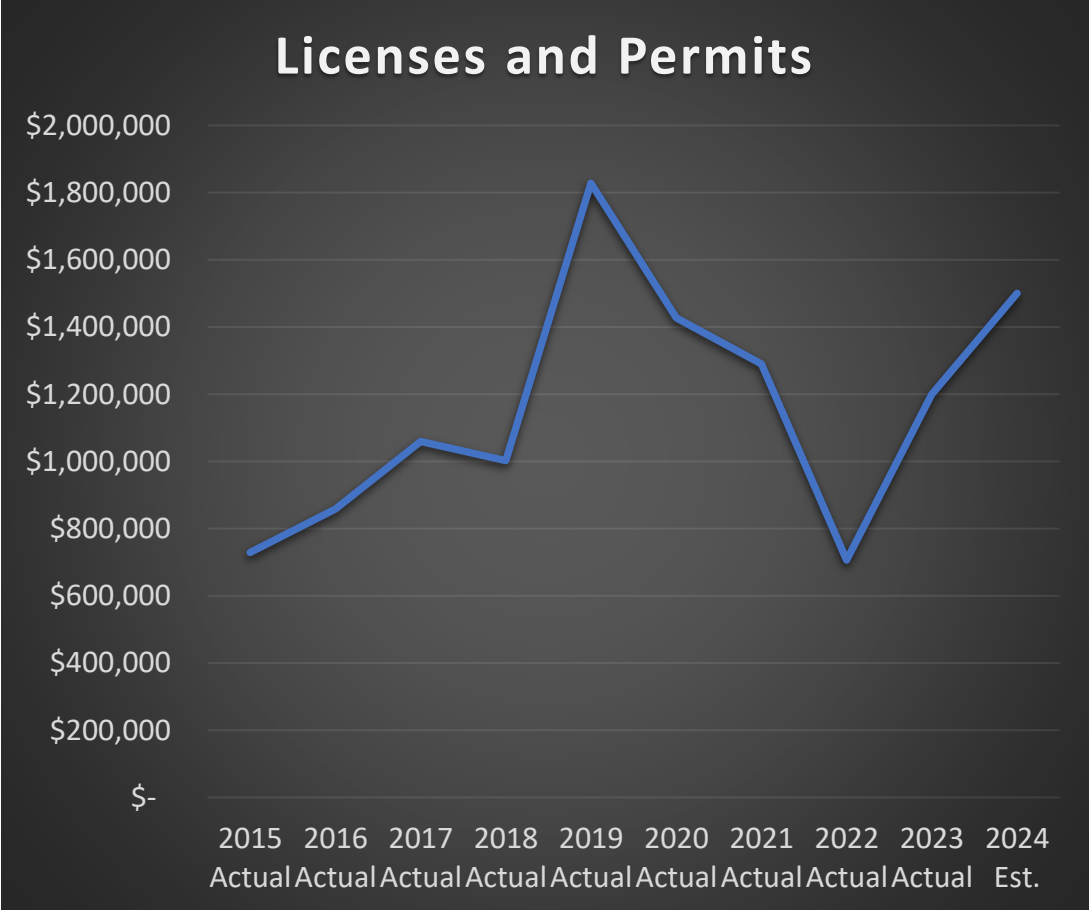


Structural  
Budget  
Deficit-Glenn  
Olsen(2016)

- Baseline inflation often is to blame for structural deficits:
  - When inflation accelerates spending while revenue growth remains the same.
  - *This would be a typical budget deficit.*

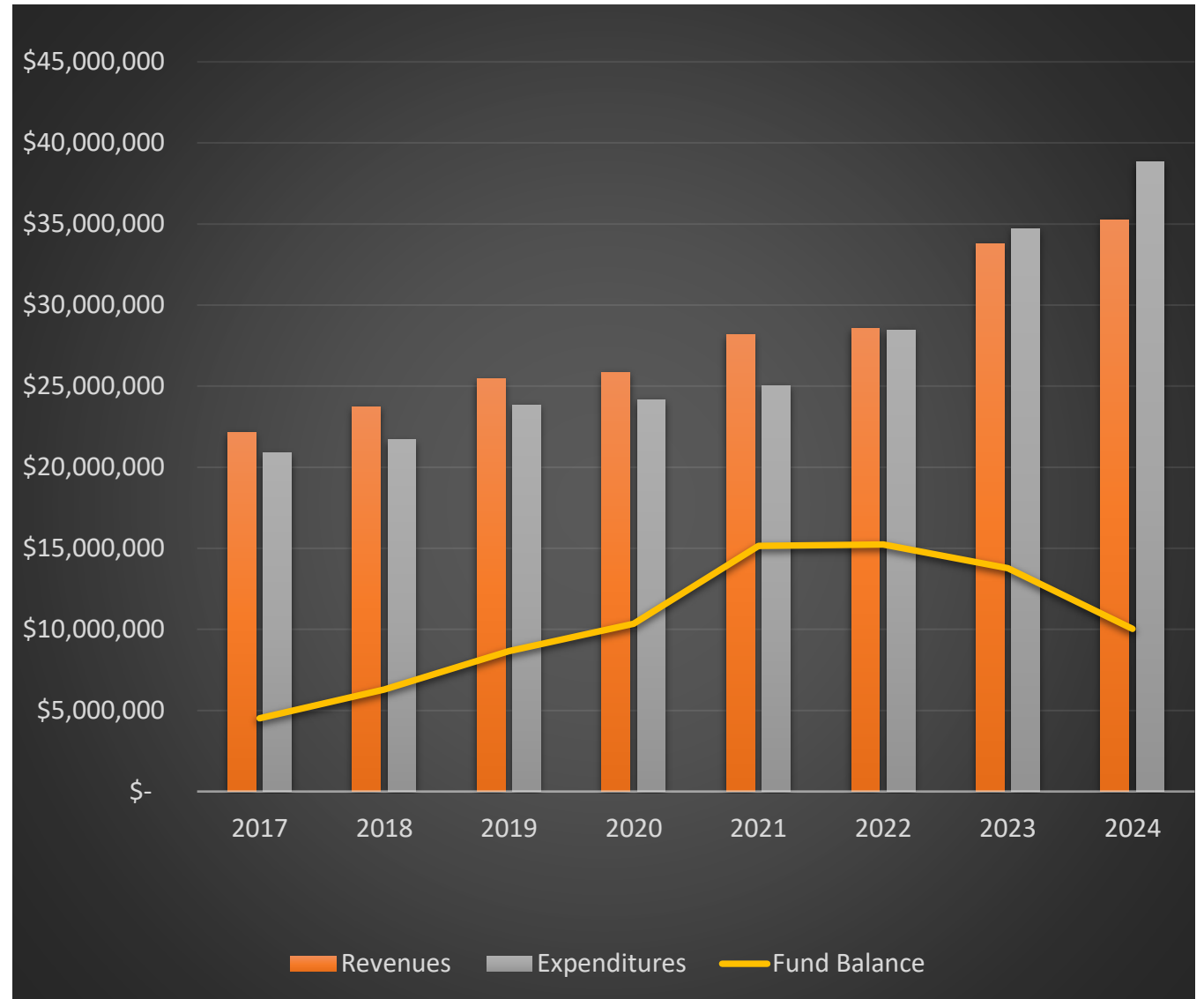
# What was happening in 2016-2024?

- Housing growth
- Holland Project
- Fisher Towers
- COVID
- Accelerated growth in housing – working at home
- E-Commerce – working at home
- Supply Chain Issues
- CPI Increases
- Mortgage Rate Increases
- Federal Reserve Decisions
- Growth in Green Mountain and North Shore



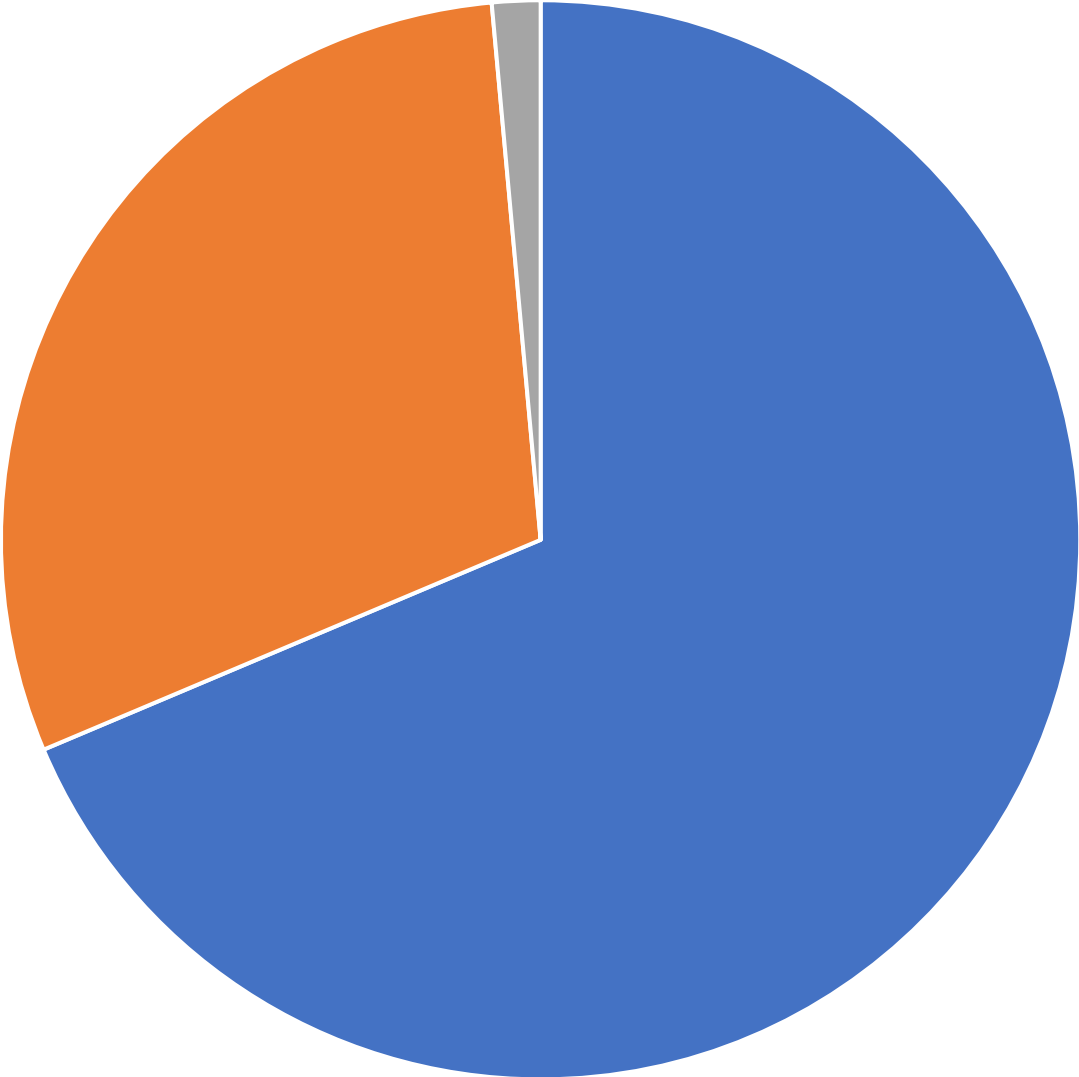
# What Did the City Do in 2016-2024?

- Started hiring
- New administrations
- Paused hirings
- Spending freeze
- Started hiring
- New staff with new programming
- CPIs and union negotiations
- Salary Market Adjustments
- Housing slowed



# Three-Legged Stool

- Property Tax        \$15,189,017
- Sales Tax            \$5,769,742
- Utility Tax          \$830,278



Utility  
Taxes can  
be imposed  
on these  
utilities

---

Telephone

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Natural Gas

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Water

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Sewer

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Stormwater

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Solid Waste

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Electricity

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Cable (not satellite or internet)

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This chart assumes a single-family residential usage of 8 ccf per month. Rates and tax data updated as of Jan. 2024. Your bill may vary, depending upon your usage, location and other factors. Please see Vancouver Municipal Code (VMC) 14.04 for rate details.

Agency	Water	Sewer	Storm Water	Total	City Utility Tax Rate	Notes	Rate W/Utility Tax	Rate w/out Utility Tax	Item 3.
Vancouver 2024 (within city limits)	\$35.89	\$55.36	\$15.17	\$106.42	28.90%	a	\$106.42	\$75.66	
CPU/ CRWWD/ ClarkCo (2024)	\$23.80	\$45.00	\$3.92	\$72.72	0.00%	g	\$72.72	\$72.72	
Battle Ground (2024)	\$30.31	\$59.18	\$12.94	\$102.43	12.00%	b	\$114.72	\$102.43	
Bellevue (2024)	\$70.80	\$104.47	\$20.27	\$195.54	Varies	b	\$208.12	\$195.54	
Bellingham (2024)	\$48.23	\$56.43	\$11.85	\$116.51	Varies	a	\$116.51	\$99.86	
Camas (2024)	\$34.34	\$66.60	\$15.38	\$116.32	2.00%	b	\$118.65	\$116.32	
Everett (2024)	\$48.49	\$92.12	\$-	\$140.61	5.03%	a, e	\$140.61	\$133.54	
Kent (2024)	\$53.47	\$85.22	\$15.42	\$154.11	varies	a	\$154.11	\$136.06	
La Center (2024)	\$23.80	\$66.00	\$10.60	\$100.40	varies	b	\$101.83	\$100.40	
Portland (2024)	\$77.24	\$103.68	\$32.45	\$213.37	5.00%	a, i	\$213.37	\$202.70	
Ridgefield (2024)	\$27.11	\$54.50	\$10.50	\$92.11	varies	a, d	\$92.11	\$84.49	
Seattle (2024)	\$67.51	\$146.40	\$31.63	\$245.54	varies	a	\$245.54	\$213.84	
Spokane (2024)	\$22.42	\$68.38	\$4.96	\$95.76	varies	a	\$95.76	\$77.60	
Tacoma (2024)	\$50.19	\$75.29	\$29.26	\$154.74	8.00%	a, f	\$154.74	\$142.36	
Washougal (2024)	\$42.03	\$94.22	\$17.59	\$153.84	varies	a, l	\$153.84	\$140.28	
Yakima (2024)	\$30.62	\$53.34	\$6.60	\$90.56	varies	a	\$90.56	\$72.77	
Federal Way (Lakehaven Water/Sewer)	\$30.91	\$62.58	\$15.17	\$108.66	7.75%	b, j	\$117.08	\$108.66	
Kirkland (2024)	\$57.47	\$103.57	\$20.74	\$181.78	varies	b	\$200.34	\$181.78	
Renton (2024)	\$42.99	\$88.78	\$17.04	\$148.81	varies	a	\$148.81	\$139.40	
City of Spokane Valley (2024)	\$19.78	\$49.41	\$3.33	\$72.52	0.00%	c, g	\$72.52	\$72.52	
Average for all 2024 rates listed above	\$42.93	\$73.91	\$14.98	\$131.83			\$134.36	\$122.42	

Footnotes:

a – Utility tax embedded in rates (applied to gross revenues of utility)

b – Utility tax added to bill

c – City of Spokane Valley – assume Vera Water customer

d – City of Ridgefield sewer utility tax includes operating fees

e – City of Everett sewer rate includes storm drainage rate, with separate surface water rate only charged to non-sewered customers

f – City of Tacoma – 8% Tacoma Gross Earnings Tax embedded in W/S/D rates, along with additional for water – 5.029% State Pub. Utility Tax, for Surface Water – 1.5% B&O, for wastewater – 1.898% B&O and 3.852% State Sewer Collection Tax

g – No utility tax

i – Annual rate change occurs July 1st

j – City of Federal Way water and sewer utility tax includes a 3.8% franchise fee from Lakehaven Water and Sewer District respectively

l – No updated information for 2024



# Questions



# Staff Report

August 19, 2024 Council Workshop Meeting

2024-26 On-Call Professional Services Agreement for Water

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

**BACKGROUND:** During the course of a year, the City will receive requests for large water service demands for a potential development project. These requests can be on the order of magnitude of 1 million gallons or more per day, but they can also be for smaller amounts of water to areas that have limitations on water delivery. Modeling of our water system is required to ensure we have well capacity, intermediate pumping, storage, and transmission capacity to deliver the water. This modeling can also update the city’s water plan as capital improvements are completed during the planning period (10 years).

**SUMMARY:** Carollo Engineering is proposing to provide the modeling of the City’s water system as well as recommended system improvements as needed to deliver water to these specific areas.

**BENEFITS TO THE COMMUNITY:** Modeling of the City’s Water System for potential large water users allows the city a plan to accommodate the user without disruption to existing users in the system.

**BUDGET IMPACT:** The proposal from Carollo Engineering is \$80,000 and there are sufficient funds in water to cover these costs.

**RECOMMENDATION:** Staff recommends that this item be placed on the September 3, 2024, Council Regular Consent Meeting Agenda for Council’s consideration.



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4th Avenue  
 Camas, WA 98607

PROJECT NO. W1029

**2024-2026 On-Call Professional Services**

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Carollo Engineers, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the On-Call Services for Water and Sewer.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by Task Order requests starting January 1, 2024 through December 31, 2026, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$80,000 under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "B".
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter “Work Product” in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant’s liability, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
  3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
  4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
  - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
  - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.



10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of Exhibit "C" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "C" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
  - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Rob Charles  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7003  
 EMAIL: [rcharles@cityofcamas.us](mailto:rcharles@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Matt Huang  
 Carollo Engineers  
 707 SW Washington Street, Suite 500  
 Portland, OR 97205  
 PH: 503-290-2827  
 EMAIL: [mhuang@carollo.com](mailto:mhuang@carollo.com)

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is

entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

Carollo Engineers:  
Authorized Representative

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT "A"  
SCOPE OF SERVICES

1. Consultant shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the Consultant will be defined by task orders which will set forth the Engineer's Services, Time of Performance, and Payment.
2. The Consultant will provide on-call planning and design services for the City's water and wastewater systems. Services for the City's water system may include water supply analyses, water quality analyses, water system hydraulic modelling analyses, periodic model updates, capital improvement program revisions, and other tasks as needed. Services for the City's wastewater system may include collection system evaluations including hydraulic modelling, capital improvement program revisions, lift station modifications or rehabilitation, wastewater treatment plant process analysis, support of wastewater treatment plant electrical modifications, support of wastewater treatment plant instrumentation and control improvements, and design of minor wastewater treatment plant process improvements.
3. The Consultant will be given individual task orders by the City for work related to the City's water or sewer systems and associated professional engineering services. An approved task order shall be required between the Consultant and City prior to commencing any work.
4. It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.
5. As consideration for providing the services referred to in this scope of services, the City shall pay the Consultant on the basis to be established in each task order for services. Total payment of all executed task orders is not to exceed \$80,000.

EXHIBIT “B”  
BILLING RATES

**Consultant Billing Rates**

**CITY OF CAMAS**

**2024-26 ON-CALL SERVICES FOR WATER AND  
SEWER**

Carollo Engineers, Inc. billing rates and other direct expenses are defined in the tables below. These rates are for calendar years 2024 through 2026. If the contract is extended beyond December 31, 2026, Carollo Engineers, Inc., reserves the right to modify the rates on an annual basis.

Project Role	Hourly Rate		
	2024	2025	2026
Principal Professional	\$262.00	\$275.00	\$289.00
Senior Professional	\$226.00	\$237.00	\$249.00
Project Professional	\$204.00	\$214.00	\$225.00
Professional	\$191.00	\$201.00	\$211.00
Staff Professional	\$157.00	\$165.00	\$173.00
GIS Technician	\$159.00	\$167.00	\$175.00
Document Processing	\$111.00	\$117.00	\$123.00

Expense			
PECE – Project Equipment Computer Expense	\$15.00/hr	\$15.80/hr	\$16.60/hr
Travel and Subsistence	At cost		
Mileage at IRS Reimbursement Rate	\$0.67 per mile effective January 1, 2024		
Subconsultant	Cost + 10%		
Other Direct Cost	Cost + 10%		



EXHIBIT “C”  
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT

shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation  
Appendix A of the  
Standard Title VI/ Non-Discrimination Assurances  
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subConsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation  
Appendix E of the  
Standard Title VI/ Non-Discrimination Assurances  
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 e



**AMENDMENT NO. 1**  
**TO**  
**TASK ORDER NO. 7**  
**CITY OF CAMAS**  
**AND**  
**CAROLLO ENGINEERS, INC.**

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 6th day of March 2024, in connection with:

**City of Camas**  
**2021-2022 On Call Professional Services Agreement**  
**(with 2023 Contract Extension)**

**PURPOSE**

The purpose of this Task Order is to extend task order 7 to March 31, 2024 to provide technical support on an as-needed basis associated with water system hydraulic modeling on an as-requested basis from the City of Camas.

**BACKGROUND**

Carollo has an existing on-call professional services agreement with the City of Camas to provide water and sewer system hydraulic modeling and engineering support. This task order is a general on-call services task order to provide the City with general support for as-needed items.

**ENGINEER'S SERVICES**

The ENGINEER will provide engineering services on an as-requested basis up to the not-to-exceed amount of this task order. These services are expected to include hydraulic modeling, review of engineering documents, and discussions on hydraulics of the water and wastewater systems. Deliverables are expected to be meetings and e-mails.

**TIME OF PERFORMANCE**

The schedules are based on an as-needed basis. Work for this task order needs to be extended to March 31, 2024.

**PAYMENT**

Services to be performed on a time and expenses basis, invoiced monthly in accordance with the Agreement for Professional Services, with a not to exceed Total Price limit of three thousand four hundred eighty-five dollars and 73 cents (\$3485.73)

EFFECTIVE DATE

This Amendment No.1 to Task Order No. 4 is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Amendment No.1 to Task Order No. 4 evidencing its issuance by OWNER and acceptance by ENGINEER.

CITY OF CAMAS

CAROLLO ENGINEERS, INC.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_