



**AGENDA
CANBY CITY COUNCIL
WORK SESSION – 6:00 PM
REGULAR MEETING – 7:00 PM**

October 4, 2023

**Hybrid/Virtual Meeting/Council Chambers
Council Chambers - 222 NE 2nd Avenue, 1st Floor**

Register here to attend the meetings virtually:
https://us06web.zoom.us/webinar/register/WN_BKaqE7kgRCOonkcRfkXdBg

The meetings can be viewed on YouTube:
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

For questions regarding programming, please contact:
Willamette Falls Studio (503) 650-0275; media@wfmstudios.org

Mayor Brian Hodson

Councilor Christopher Bangs
Councilor James Davis
Council President Traci Hensley

Councilor Herman Maldonado
Councilor Jason Padden
Councilor Daniel Stearns

WORK SESSION – 6:00 PM

- 1. CALL TO ORDER**
 - 2. GENERAL FUND REVENUE AND EXPENDITURE FORECASTING**
 - 3. ADJOURN**
-
-

Pg. 1

REGULAR MEETING – 7:00 PM

- 1. CALL TO ORDER**
 - a. Invocation
 - b. Pledge of Allegiance
- 2. SWEAR-IN OF POLICE OFFICER**
- 3. INTRODUCTION OF NEW EMPLOYEE(S)**
- 4. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and

hand it to the City Recorder. ***If you would like to speak virtually, please email or call the Deputy City Recorder by 4:30 pm on October 4, 2023 with your name, the topic you'd like to speak on and contact information: lasonc@canbyoregon.gov or call 503-266-0637.

5. CONSENT AGENDA

- a. Approval of the August 2, 2023 Work Session and City Council Meeting Minutes. Pg. 2
- b. Appointment of Jake Hill to the Canby Utility Board effective October 9, 2023, with a term ending February 29, 2024. Pg. 5
- c. Reappointment of Member Scott Sasse to the Canby Budget Committee with a term ending June 30, 2025. Pg. 9

6. ORDINANCES

- a. Consider **Ordinance No. 1612**: An Ordinance authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC in the amount of \$144,960 for Custodial Services for The City of Canby. (*First Reading*) Pg. 11
- b. Consider **Ordinance No. 1613**: An Ordinance authorizing the Interim City Administrator to Execute a Contract with Jarrett Walker & Associates in the amount of \$199,809 to provide an update to the Transit Master Plan. (*First Reading*) Pg. 22

7. OLD BUSINESS

- a. City Administrator & City Attorney Recruitment

8. COUNCILOR COMMENTS & LIAISON REPORTS

9. INTERIM CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Christopher Lason at 503-266-0637. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.



CITY COUNCIL WORK SESSION STAFF REPORT

Meeting Date: 10/4/2023

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, Interim City Administrator
From: Eric Kytola, Finance Director
Agenda Item: General Fund Revenue & Expenditure Forecasting
Goal: Promote Financial Stability

Summary

While the Finance team was working on a capital project planning process, forecasting of revenues and expenditures was done, with the original purpose being to estimate revenue streams and balances that would be available to support capital projects. During this process some issues were uncovered with respect to fund balances in various funds, including with the General Fund. Those issues are discussed below and will be presented to the Council at its October 4th work session meeting.

Background

- Because some of the capital projects can use the same SDC funding sources, certain SDC funding streams were going to be over committed if the current 5 year CIP plan was followed.
- One funding stream that capital projects can use is fund balance. Finance did fund balance projections to get an estimate of how much certain funds would have available in the future.
- To estimate beginning balance amounts, revenue and expenditures needed to be estimated for future years. This was done for a select number of funds including SDC, Sewer, Streets, Transit, and the General Fund.
- While completing a basic model of revenue, expenditure and beginning fund balance amounts the General Fund results revealed a concern with projected expenditures exceed projected revenue amounts.
- Finance did a more detailed review of past performance, current situation, and future estimates for the General Fund. A concerning trend was exposed and this was brought to attention of the Interim City Administrator, and then was presented to the City's Leadership Team.
- Finance is bringing a summary of the data to share with the City Council.

Discussion

This item is for discussion only. The Council may need time to absorb this information and may possibly want to share it with the Budget Committee in the proposed mid-year budget review and consider it again in time for setting goals for the FY 24-25 budget year.

Attachments

None. A presentation will be given to the Council at its October 4th work session.

**CANBY CITY COUNCIL
WORK SESSION MINUTES
August 2, 2023**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Jason Padden, Christopher Bangs, and Herman Maldonado.

COUNCIL ABSENT: James Davis

STAFF PRESENT: Eileen Stein, Interim City Administrator; and Maya Benham, City Recorder.

CALL TO ORDER: Mayor Hodson called the Joint Work Session to order at 6:04 p.m. in the Council Chambers.

AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATIONS UPDATE:

Eileen Stein, Interim City Administrator, discussed the proposed ARPA fund balance.

Brian Crow, Executive Director of Clackamas County Fair and Event Center, discussed the construction project at the Fairgrounds. He explained the benefits of this project and asked the City to partner with them.

There was discussion regarding other funding options for the project.

Jerry Nelzen, Public Works Director, reviewed the changes to the allocations that had been made per Council direction. He explained the projects on the list, deadlines to have them completed, and contributing to the Fairgrounds project.

Eric Kytola, Finance Director, said the ARPA funds were already in the General Fund balance and moving it between items that had already been approved in the budget was not going to change the dollar amount that was in the budget. The only way it would change was projects were added to the list as expenditures that would reduce the General Fund balance.

There was discussion regarding how much to contribute to the Fairgrounds project, how anything beyond the ARPA funds would need a supplemental budget, removing some projects from the list, and other funding options.

Staff would come back with an updated list in September that reflected the Council's direction.

The Work Session was adjourned at 7:00 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
August 2, 2023**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Christopher Bangs, Herman Maldonado, and Jason Padden.

COUNCIL ABSENT: James Davis

STAFF PRESENT: Eileen Stein, Interim City Administrator; Joseph Lindsay, David Doughman, Interim City Attorney; Maya Benham, City Recorder; Jamie Stickel, Economic Development Director; and Jerry Nelzen, Public Works Director.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:07 p.m. in the Council Chambers.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: Carol Palmer, Canby resident, announced Mary Hanlon and Hanlon Development received a DeMuro Award and there would be a banquet in September. She gave an update on a grant for the Depot Museum.

CONSENT AGENDA: ****Council President Hensley moved to approve the minutes of the May 17, 2023 Special and Regular City Council Meetings. Motion was seconded by Councilor Padden and passed 3-0-1 with Councilor Bangs abstaining.**

Councilor Bangs moved to approve the appointment of James Simnitt to the Parks and Recreation Advisory Board for a term ending June 30, 2026. Motion was seconded by Council President Hensley and passed 4-0.

ORDINANCES:

Ordinance 1607 – Mr. Nelzen discussed the road improvements that would be done and needed easements.

****Councilor Padden moved to approve Ordinance 1607, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURREN-McLEOD, INC. IN THE AMOUNT OF \$159,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR IMPROVEMENTS TO NE 10TH AVENUE FROM N LOCUST STREET TO N PINE STREET to come up for second reading on August 16, 2023. Motion was seconded by Councilor Maldonado and passed 4-0 on first reading.**

Ordinance 1608 – Mr. Nelzen explained the project and the benefits.

****Council President Hensley moved to approve Ordinance 1608, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A**

CONTRACT WITH CURREN-McLEOD, INC. IN THE AMOUNT OF \$90,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR REALIGNMENT OF N PINE STREET AND NE 4TH AVENUE to come up for second reading on August 16, 2023. Motion was seconded by Councilor Maldonado and passed 4-0 on first reading.

OLD BUSINESS: City Administrator & City Attorney Recruitment – Mayor Hodson said potential dates had been sent out for the City Administrator recruitment.

There was discussion regarding the timeline for the City Attorney recruitment.

MAYOR'S BUSINESS: Mayor Hodson thanked everyone for the Chill and Grill event. This Friday was the Canby High School Football Kickoff. Applications for the open City Council seat closed next Friday. Fair Week was coming up as well as Canby's Big Weekend.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Padden reported on a tour to the Wilsonville Water Treatment Plant. He attended the art in the park event, Bridging Cultures, and National Night Out.

Councilor Maldonado attended the ribbon cutting for Biscuits and Slice of Summer.

Council President Hensley also attended the ribbon cutting and Slice of Summer.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: Ms. Stein introduced Kevin Aguilar, new HR Director. She gave follow-ups to Council on emails she had sent them.

CITIZEN INPUT: None

ACTION REVIEW:

1. Approved the consent agenda as amended.
2. Passed Ordinances 1607 and 1608 to second readings on August 16, 2023.

Council President Hensley moved to adjourn the meeting, seconded by Councilor Bangs. Motion to adjourn passed unanimously.

Mayor Hodson adjourned the Regular Meeting at 7:44 p.m.

Maya Benham
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



CITY COUNCIL STAFF REPORT

Meeting Date: 10/4/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Maya Benham, City Recorder

Agenda Item: Canby Utility Board Appointment

Goal: Enhance Engagement & Communications that represents broad perspectives

Objective: N/A

Summary

Member Bob Hill resigned from the Canby Utility Board on June 14, 2023. This resignation created a vacancy on the Canby Utility Board and was advertised on the City's website. Mr. Hill's term was set to expire February 29, 2024.

Chair Thompson, Mayor Hodson, and Councilor Padden interviewed Mr. Jake Hill on July 20, 2023. After conducting an interview, it was unanimously recommended that Mr. Jake Hill be appointed to the Canby Utility Board with the term ending February 29, 2024, effective October 9, 2023 to meet resident requirements per City Charter.

Background

The Canby Utility Board was established in the [City Charter Chapter X, Section 4](#). The Board has exclusive jurisdiction, control and management of the Electric Department and all of its operations and facilities. The Board is made up of five members who serve three year terms and no member may serve more than two successive terms. The Canby City Charter explains that members are appointed by the Mayor and confirmed by a majority of the Canby City Council.

Attachments

Jake Hill's Application

Fiscal Impact

None

Options

1. Appoint Jake Hill to the Canby Utility Board.
2. Take no action.

Proposed Motion

"I move to approve the appointment of Jake Hill to the Canby Utility Board for a term ending February 29, 2024, effective October 9, 2023."

EMPLOYMENT APPLICATION



City of Canby
222 NE 2nd Ave

Canby, Oregon - 97013
<http://www.canbyoregon.gov> (<http://www.canbyoregon.gov>)
Hill, Jake
Committee, Board, Commission Member

Received: 7/9/23, 11:26 AM
For Official Use Only:
QUAL: _____
DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: Committee, Board, Commission Member	Job Number: VOL - 2022
NAME: (Last, First, Middle) Hill, Jake	PERSON ID: [REDACTED]
ADDRESS: (Street, City, State, Zip Code) [REDACTED] Canby, OR 97013	
HOME PHONE: [REDACTED]	
EMAIL ADDRESS: [REDACTED]	NOTIFICATION PREFERENCE: Email

PREFERENCES

SHIFTS YOU WILL ACCEPT: Evening
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Part Time
OBJECTIVE: Consideration of the role of Canby Utility Board Member I hope you find my resume qualifies me for consideration and that my successful track record of 27 years of experience in the construction industry, leadership, and project management is beneficial to the Canby Utility Board as master planning and capitol improvement plans are developed and executed.

Agency - Wide Questions

Nothing Entered For This Section

Job Specific Supplemental Questions

- If employed, who is your employer and what is your position?**
OEG, Inc.- Vice President- oeg.us.com
Hilltop Construction Management - Owner
- Which Board, Commission, or Committee are you applying to serve on?**
CANBY UTILITY BOARD
- What are your community interests (committees, organizations, special activities)?**
I'm returning to the community and currently, not on any committees or organizations. I am interested in helping Canby continue to develop, and feel my skill set is most applicable to the Utility Board. My wife and I are Oregonians and returning from a brief time working elsewhere and we are excited to return to Clackamas county and make our home in Canby. I grew up in Oregon city and know the region well
- What are your major interests or concerns in the City's programs?**
My home is Canby and my interest as a citizen of this community is in volunteering my expertise and time where its best used for continued responsible development.

5. Why are you interested in this volunteer position?

My years of experience in the construction industry, leadership, and project management may be beneficial to the Canby Utility Board as master planning and capitol improvement plans are developed and executed.

6. Please share your experience and educational background.

Highschool at Gladstone High, vocational training for 5 years with IBEW, Licensed Oregon Electrician. I have worked for a large local electrical contractor for 27 years and I have a broad experience of positions including my current position as Vice President. I also own a Construction management consulting business

7. Please list any other City or County positions on which you serve or have served.

None.

8. If you were referred by someone, please list.

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

Additional Information for Employment Applications:

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my employment, education, criminal conviction record, credit history, driver's license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

EQUAL EMPLOYMENT OPPORTUNITY: We are an Equal Opportunity/Affirmative Action Employer. We are dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

BACKGROUND: Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also successfully pass a pre-employment drug-screening test.

PROBATIONARY PERIOD: New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

IMMIGRATION LAW: In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility.

10/20

This application was submitted by Hill, Jake

Signature_____

Date_____



City Council Staff Report

Meeting Date: 10/4/2023

To: Honorable Mayor Hodson and City Council

Thru: Eileen Stein, Interim City Administrator

From: Maya Benham, City Recorder

Agenda Item: Reappointment of Member Scott Sasse to the Canby Budget Committee with a term ending June 30, 2025.

Goal: Enhance Engagement & Communications that represents broad perspectives

Summary

There are currently vacancies on the Canby Budget Committee. The vacancies have been advertised on the City's website.

Background

Budget Committees are established through State Statute. The Budget Committee exists to provide the public an opportunity to participate in the budgeting process. It reviews and revises the City's proposed budget prior to the City Council adopting the budget. The Budget Committee is made up of members of the City Council and an equal number of citizens at large. Citizens are appointed by the City Council and serve three year terms. Budget Committee Members also serve on the Urban Renewal Budget Committee.

Discussion

There were vacancies advertised on the City's website. The applicant was originally interviewed on February 19, 2020 and recommended by the Vice Chair and Council Liaison to be appointed to the Canby Budget Committee. Member Sasse has since requested to be reappointed to another term on the Canby Budget Committee with a term ending June 30, 2025.

Attachments

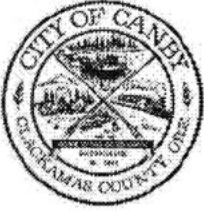
Scott Sasse Application

Fiscal Impact

None.

Proposed Motion

"I move to approve the consent agenda that includes the reappointment of Member Scott Sasse to the Canby Budget Committee with a term ending June 30, 2025."



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 1-12-23 Position Applying For: Budget Committee
Name: SCOTT SASSE Occupation: LANDSCAPER
Home Address: [REDACTED] Canby OR
Employer: SELF Position: owner
Daytime Phone: [REDACTED] Evening Phone: SAME
E-Mail Address: —

What are your community interests (committees, organizations, special activities)? _____

What are your major interests or concerns in the City's programs? Funding

Reason for your interest in this position: _____

Experience and educational background: _____

List any other City or County positions on which you serve or have served: _____

PARKS & REC BOARD

Referred by (if applicable): _____

Please return to:

**City of Canby - Attn: Deputy City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0720 Fax: 503.266.7961 Email: benhamm@canbyoregon.gov**

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 12/2021

Date Received: 1/17/2023 Date Appointed: _____ Term Expires: _____
Date Resigned: _____ Destruction Date: _____



CITY COUNCIL STAFF REPORT

Meeting Date: 10/4/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Jerry Nelzen, Public Works Director

Agenda Item: Consider Ordinance No. 1612: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC, in the amount of \$144,960 for Custodial Services for the City of Canby

Goal: Align Resources to Address Future Community Growth

Objective: N/A

Summary

Consider Ordinance No. 1612: An Ordinance authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC, in the amount of \$144,960.00 for custodial services for the City of Canby.

Background

The City has long had in-house custodians, but decided to contract for this service when it could not find an adequate labor pool. Earlier this year, the City entered into a six-month custodial services contract with Jani King which ends December 31, 2023. The plan all along was to seek a long-term contract for custodial services which was discussed with the Budget Committee earlier this year.

The purpose of entering a contract with MSNW Group LLC is to provide custodial services for the five City owned and operated buildings. This service includes general cleaning, restroom maintenance, floor care, trash removal, surface sanitation, and specialized services such as upholstery cleaning, pressure washing, and window cleaning.

Discussion

Pursuant to the City of Canby's Purchasing Policy, Section VI, 1.A. states the City isn't required to make a buy decision based on the lowest price and offers the option to use a Request for Proposals (RFP) process to find the best value in a vendor. The City followed this process in consultation with the City's legal counsel at the time. The City Facilities Department advertised through a competitive and public RFP process under (OAR 137-047-0260 and ORS 279B.060.) Two (2) proposals were received from Jani King and MSNW Group LLC. City staff scored both proposals and selected MSNW Group LLC as the most responsive proposal.

Attachments

- Ordinance No. 1612
- MSNW Group LLC Custodial Contract

Fiscal Impact

The Custodial Services went through the budget process and was approved by the City Council. We budgeted \$150,000.00 for FY 23-24. Currently we have a six-month contract with Jani King which is not to exceed \$50,000.00.

Options

1. Approve the contract for Custodial Services with MSNW Group LLC, or
2. Deny the contract with further instructions to staff.

Recommendation

It is recommended that City Council approve the custodial contract with MSNW Group LLC as presented.

Proposed Motion

"I move to approve Ordinance No. 1612: An Ordinance authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC, in the amount of \$144,960.00 per year for custodial services for the City of Canby to a second reading on October 18, 2023."

ORDINANCE NO. 1612

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MSNW GROUP LLC, IN THE AMOUNT OF \$144,960 FOR CUSTODIAL SERVICES FOR THE CITY OF CANBY

WHEREAS, on August 16, 2023, the City of Canby published a formal request for proposals (RFP) for professional services to provide Custodial Services for City owned and operated buildings;

WHEREAS, MSNW Group LLC was selected in the aforementioned process as a qualifying Custodial Service;

WHEREAS, the City of Canby has budgeted for Custodial Services in the adopted FY 2023/24 budget in the amount of \$150,000; and

WHEREAS, the Canby City Council has reviewed the contract price of \$144,960.00 and believes this to be in the best interest of the City to enter into a contract with MSNW Group LLC.

THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The Interim City Administrator is hereby authorized on behalf of the City to enter into an agreement with MSNW Group LLC in the amount of \$144,960.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, October 4, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, October 18, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 18th day of October 2023, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder

FACILITY SERVICES CONTRACT

This agreement is entered into this 28th day of September 2023, by and between City of Canby, hereinafter referred to as "Client", and MSNW Group, LLC. ("MSNW"), hereinafter referred to as "Contractor" (the "Contract").

WHEREAS:

- (a) Client owns a building or buildings defined in Exhibit A (the "Property"); and
- (b) Client wishes to retain from Contractor, and Contractor wishes to provide to Client, certain janitorial and/or maintenance services for the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth below, and for other good and valuable consideration, the sufficiency of which is acknowledged by Client and Contractor, the parties agree as follows.

1. The Contractor shall commence performance of this Contract on the 1st day of January 2024 and, unless this Contract is otherwise terminated pursuant to paragraph 8 below, shall continue such performance until the 31st day of December 2024 (the "Term"). Unless otherwise terminated pursuant to paragraph 8 below, this Contract shall automatically renew for an additional (1) one year. Should such an automatic renewal occur, however, Contractor will be entitled to increase the Service Charge (as defined below) for Facility Services (as defined below) performed by Contractor following expiration of the initial Term of the Contract.
2. During the Term of this Contract, the Contractor shall provide the janitorial services specified in Exhibit B hereto for the Property (the "Facility Services"). Client shall provide Contractor access to the Property as reasonably necessary to allow Contractor to perform the Facility Services and/or any Additional Services (as defined below) requested by Client.
3. Payment for the Facility Services in the amount specified in Exhibit B will be made to the Contractor by the Client no later than the first (1st) day of each month (the "Service Charge"). Any services provided to Client by Contractor not specified in Exhibit B (the "General Janitorial Specifications") will be charged to Client at the rates set forth for Additional Services in Exhibit C. Payment for Additional Services will be due within ten (10) days of provision thereof. Any amounts not paid pursuant to the terms and conditions of this Contract will accrue interest at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) per month, until paid in full.
4. The Contractor shall be responsible for furnishing all cleaning products and equipment necessary for provision of the Janitorial Services. Any required inventory of paper and plastic products, and light bulbs shall be maintained by Contractor, and the cost of same shall be billed to Client on a monthly basis.
5. Client shall provide, free of charge, adequate, conveniently located storage space for the cleaning materials and equipment of the Contractor and shall be responsible to the Contractor for the security of such storage space.
6. Client agrees that during the term of this Agreement Client shall not directly or indirectly solicit or assist in the solicitation of any person to leave employment who is an employee of the Contractor.
7. Client and Contractor may at any time and from time to time alter or vary the terms and conditions of this Contract but, except as to any increase in the Service Charge and rates for Additional Services provided for in paragraph 1 and 12, no such change shall be binding on either party unless reduced to writing and signed by the party to be charged therewith.
8. This Contract may be terminated by either party for cause upon sixty (60) days' written notice. Should either party wish not to renew this Contract upon expiration of its Term, said party shall provide written notice to the other party at least thirty (30) days prior to the expiration of the Term hereof. In the event Client terminates this Contract without cause prior to the expiration of the Term, Client shall pay to the Contractor an early termination fee equal to twenty percent (20%) of the Service Charge defined in Exhibit B for each month that remains in the Term of the Contract.

9. Contractor shall in no way be responsible for any failure to perform the Facility Services due to the act or negligence of the Client or any employee or other representative of the Client or due to strikes, lockouts, fire, flood, adverse weather conditions, unavoidable casualties, or by any other cause of any kind whatsoever beyond the control of the Contractor.
10. It is acknowledged and agreed that the Contractor is not an employee of the Client and is acting as an independent contractor.
11. Both parties agree to defend, protect, indemnify, and hold harmless one another and their respective directors, officers, employees, agents, and representatives, against and from any liabilities, loss, claims, acts or suits, including costs and reasonable attorneys' fees, arising from activities related to or regarding the services identified herein, including but not limited to those services provided by the Contractor and the Client and any other contractors, employees and agents on the Property. However, neither party shall be obligated to indemnify or hold the other harmless against liability for damages caused by or resulting from the sole negligence of that party and each party shall only be liable to defend and indemnify the other to the extent of its own negligence.
12. Contractor may increase the Service Charge on an annual basis to address cost of living, minimum wage updates, and healthcare reform expenses. The increase notification will be provided in writing from the Contractor to the Client.
13. All notices required by this Contract shall be in writing and shall be hand delivered, sent via electronic mail with a delivered receipt, or sent via the U.S. Mail (return receipt requested) with postage prepaid. Notices to Client shall be addressed to: pfenningp@canbyoregon.gov; notices to Contractor shall be addressed to: MSNW, Attn: Contracts Administrator, 2257 Northgate Spur, Ferndale, WA 98248 or sent via electronic mail to: accounting@msnwgroupp.com. The foregoing addresses may be changed by either party by providing the other party written notice of a new address. All notices sent pursuant to this paragraph shall be deemed to have been received by the recipient on the date of hand delivery, the date the electronic mail with delivery receipt was delivered or the third (3rd) business day following the mailing thereof.
14. This Contract shall be construed and enforced in accordance with the laws of the State of Washington, and the venue of any disputes hereunder shall be Whatcom County, Washington.
15. In the event a dispute arises between the parties hereunder, the prevailing party of any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.
16. This Contract embodies the entire agreement of the parties with regard to the matters herein and no other agreement shall be deemed to exist except as entered into in writing by the parties to this Contract. If any part of this Contract is held or rendered invalid or illegal, the remaining provisions of the Contract shall continue to apply.

City of Canby _____ Date
By: Eileen Stein, Interim City Administrator

MSNW Group, LLC _____ Date
By: Terell Weg, President & CEO

Exhibit A
SERVICE LOCATIONS

Library/Civic Center
220-222 NE 2nd Ave
Canby, OR 97013

Police Department
1175 NW 3rd Ave
Canby, OR 97013

Transit Office
195 S Hazel Dell Way
Canby, OR 97013

Transit Kitchen/Restroom
100 N Ivy
Canby, OR 97013

Water Treatment Center
1480 NE Territorial Rd
Canby, OR 97013

Public Works (& heated bay restroom)
1470 NE Territorial Rd
Canby, OR 97013

Exhibit B SERVICE CHARGE

Service Location	Days per Week	Monthly Rate
Library/Civic Center	3	\$ 4,800.00
Police Department	3	\$ 4,455.00
Transit Office	2	\$ 460.00
Transit Kitchen/Restroom	2	\$ 420.00
Water Treatment Center	2	\$ 1,090.00
Public Works (& heated bay restroom)	2	\$ 855.00
Total Monthly Rate		\$12,080.00

GENERAL JANITORIAL SPECIFICATIONS

GENERAL OFFICES/ COMMON AREAS	2-3/WK	WKLY	MTHLY
Trash containers - Empty and replace liners as needed. Spot Clean as needed. (Liners to be furnished by Client)	X		
Recycling - Handle recycling per client's instructions.	X		
Carpets - Vacuum high traffic patterns.	X		
Hard floors - Dust mop or vacuum.	X		
Hard floors - Spot mop to remove spills and stains.	X		
Dusting - Thoroughly dust horizontal surfaces including office equipment, files, windowsills, chairs, and tables.	X		
Dusting - Picture frames to height of six (6) feet.	X		
Dusting - Cleared desktops.	X		
Glass partitions - Spot clean to remove fingerprints/smudges.	X		
Water Fountains - Clean with a disinfectant solution, then polish.	X		
Entrance Doors - Clean/disinfect inside and out to remove fingerprints.	X		
Carpets - Thoroughly vacuum.		X	
Hard floors - Thoroughly damp mop with neutral cleaner.		X	
Disinfecting - Telephones, light switches, and door frames.		X	
Dusting - Baseboards and low vents.		X	
High Dusting - Ceiling vents and ledges to a height of twelve (12) feet.			X

RESTROOMS	2-3/WK	WKLY	MTHLY
Stocking - Towels, tissue, seat covers, and hand soap. (To be furnished by Client)	X		
Empty Sanitary napkin receptacles and wipe with disinfectant.	X		
Trash containers - Empty containers and replace liners.	X		
Mirrors - Clean and polish.	X		
Disinfect - Dispensers, doorknobs, push plates.	X		
Toilets and urinals - Clean and disinfect inside and out.	X		
Toilet seats - Clean and disinfect on both sides.	X		
Sinks - Clean with a non-abrasive cleaner and disinfectant.	X		
Bright Work - Clean and polish.	X		
Partition walls - Spot clean with a detergent disinfectant solution.	X		
Partition tops - Dust.	X		
Walls - Spot clean to remove soap splashes, fingerprints/smudges.	X		
Hard floors - Sweep then mop with disinfectant.	X		
Dusting - Ceiling vents and ledges that can be reached from the floor.		X	
Floor drains - Add water and enzymes.			X

BREAKROOMS / COFFEE STATIONS	2-3/WK	WKLY	MTHLY
Trash containers - Empty containers and wipe before relining.	X		
Wipe wall behind garbage can.	X		
Recycling - Handle recycling per client's instructions.	X		
Stocking - Towels and hand soap. (To be furnished by Client)	X		
Sinks - wash with non-abrasive cleaner and disinfect.	X		
Bright Work - Clean and polish.	X		
Microwave - Clean inside and out, making sure to disinfect all touch surfaces.	X		
Refrigerator - Clean and disinfect front and handles.	X		
Countertops and cabinets - Clean and disinfect exposed surfaces and	X		
Tables and chairs - Clean and disinfect exposed surfaces.	X		
Hard floors - Sweep and damp mop with neutral cleaner.	X		
Countertops - Pull items out, clean, and disinfect behind easily movable		X	
Wall surfaces around light switches - spot clean		X	

ELEVATORS / STAIRWELLS	2-3/WK	WKLY	MTHLY
Elevator - Vacuum or damp mop floors.	X		
Elevator - Wipe clean and polish doors and walls.	X		
Elevator - Vacuum door tracks.	X		
Stairwells - Steps and landings - spot sweep or vacuum.	X		
Stairwells - Clean and disinfect handrails.	X		
Stairwells - Dust ledges.		X	

ANNUAL SERVICES

Carpet Cleaning Services

- ☐ Library/Civic Center
- ☐ Police Department
- ☐ Transit Office
- ☐ Public Works

Upholstery Cleaning Services

- ☐ Library/Civic Center (all public furniture)

Interior/Exterior Window Cleaning Services

- ☐ Library/Civic Center
- ☐ Police Department
- ☐ Waste Water Treatment Center (Main Bldg. only)

Exhibit C ADDITIONAL SERVICES

Janitorial Services	\$60 per hour
Construction Cleanup Services	\$85 per hour
HAZMAT Cleanup Services	\$95 per hour
Window Cleaning Services	\$75 per hour
Floor Strip and Wax - \$0.46 per square foot	\$250 minimum
Carpet Care Services - \$0.18 per square foot	\$250 minimum
Tile Maintenance \$1.60 per sq. foot	\$250 minimum
General Maintenance/Construction Services	\$85 per hour
Lighting Repair/Electrical Services by Licensed Electrician	priced per bid
HVAC Maintenance (scheduled filter replacements, oil & belt checks, etc.)	priced per bid
HVAC Repair (troubleshooting & repair services)	priced per bid
Major Plumbing Repair by Licensed Journeyman Plumber	priced per bid
Water Damage/Water Remediation Services	\$95 per hour
Water Damage/Water Extraction with truck mount unit	\$95 per hour
Landscaping Maintenance Services	\$85 per hour
Landscaping Installation/Project Services	\$85 per hour
Irrigation Installation and Repair Services	\$95 per hour
Pressure Washing with water reclamation	\$95 per hour
Snow Removal Services – pricing available by request	

Prices are subject to change at Contractor's discretion. Any Additional Services will be billed at a 2-hour minimum. Any emergency call-out (including after hours and holidays) will be billed at 1 ½ time's general hourly rate plus a \$75 emergency call out fee. Regular business hours are Monday through Friday, 8:00 am until 5:00 pm. Holidays Observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day



CITY COUNCIL STAFF REPORT

Meeting Date: 10/4/2023

To: The Honorable Mayor Hodson & City Council

Through: Eileen Stein, Interim City Administrator

From: Todd Wood, Transit & Fleet Services Director

Agenda Item: Consider Ordinance No. 1613: Authorizing the Interim City Administrator to Execute a Contract with Jarrett Walker & Associates in the amount of \$199,809 to provide an update to the Transit Master Plan

Goal: Align Resources to Address Future Community Growth

Objective: Update the Transportation System Plan

Summary

Authorize the Interim City Administrator to Execute a Contract with Jarrett Walker + Associates to update the Canby Area Transit (CAT) Master Plan.

Background

The CAT Master plan provides guidance and insights for current and future transit services in the city and was last updated in 2017. An RFP was issued on July 10, 2023 and Jarrett Walker + Associates was selected to provide the updated document.

Discussion

The CAT Master Plan is the guiding document for future CAT services and expansions. It looks at our current services, speaks with the public, determines what is working and where the system should aim for in the future. This plan is used for nearly all grant applications.

Since the adoption of the 2017 master plan update, CAT has implemented most of the plan's recommendations including Saturday service and Loop service.

The existing plan is now over five years old, and changes have occurred in how transit functions for the community. For example, in 2020 COVID-19 changed the landscape of transit causing a shift in working locations and thus impacting ridership.

For these reasons, an update to the master plant is critical to guide the future of our Transit system.

In July 2023, CAT issued an RFP for a consultant firm to provide professional services to facilitate community and stakeholder engagement and update the Transit Master Plan. We received a total of three bids:

Transpo Group
Jarrett Walker + Associates
Konev Consulting, LLC

A panel of four members reviewed each and Jarrett Walker + Associates was selected with the highest scoring proposal.

Attachments

Ordinance 1613

Refined Scope and Final Fee

Fiscal Impact

The total cost of the project will be \$199, 809.

Canby Area Transit received a grant from the State Transportation Improvement Fund (STIF) which will cover approximately \$159,848 and the remaining \$39,961 will be paid for by Canby Area Transit payroll taxes.

Recommendation

Staff recommends the Council authorize the Interim City Administrator to sign the contract with Jarrett Walker and Associates to provide a Transit Master Plan update in the amount of \$199,809.

Proposed Motion

"I move to approve Ordinance 1613: An Ordinance authorizing the Interim City Administrator to Execute a Contract with Jarrett Walker & Associates in the amount of \$199,809 to provide an update to the Transit Master Plan and move it to a second reading on October 18, 2023."

ORDINANCE NO. 1613

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH JARRETT WALKER & ASSOCIATES IN THE AMOUNT OF \$199,809 TO PROVIDE AN UPDATE TO THE TRANSIT MASTER PLAN

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) issued a Request for Proposal (RFP) CAT2021 on July 10, 2023 requesting proposals from qualified companies for the CAT Transit Master Plan Update;

WHEREAS, the City of Canby received proposals from three (3) potential companies as follows on or before 4:00 PM on August 7, 2023;

WHEREAS, following an interview process, a four (4) member Selection Committee individually scored the proposals and met on Wednesday September 6, 2023 to review these scores in accordance with the Evaluation Criteria detailed in the RFP; and

WHEREAS, Jarrett Walker + Associates received the top score and was identified by the Selection Committee as the most able, experienced, and best value proposer.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

The Interim City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Jarrett Walker & Associates of Portland, Oregon to provide an update to the Canby Area Transit Master Plan in the amount of one hundred ninety-nine thousand, eight hundred nine dollars (\$199,809). A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting thereof on Wednesday, October 4, 2023, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter, and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, October 18, 2023.

Maya Benham
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 18th of October, 2023 by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Jarrett Walker and Associates (Contractor).

1. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
2. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- A. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- B. Contractor Identification. Contractor shall furnish the City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
4. Contractor is Independent Contractor.
 - A. Contractors' services shall be provided under the general supervision of the Transit Director. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured

employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
- 5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
- 6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed. City agrees that Contractor may use its work in its portfolio to demonstrate the nature of this contract.
- 7. Term
 - A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
- 8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for

the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default on this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. For Professional Liability-errors and omissions-a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
 - D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney's fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. Exhibits to this Agreement are incorporated as if set out fully in the body of this instrument.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative City, all other provisions of this Agreement shall remain in full force and effect.
15. Indemnification: Contractor shall defend, save, hold harmless, and indemnify the City, the State of Oregon, Tri-Met and their respective officers, employees and agents (the "Indemnified Parties" or an "Indemnified Party") from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Indemnified Party and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of contractor, its employees, agents, related to this contract, (ii) any act or omission by contractor that constitutes a material breach of this contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the goods.

The City, Tri-Met or the State of Oregon, as applicable, shall promptly notify the contractor in writing of any claim of which they become aware. While it is the specific intent of the Indemnified Parties that Contractor indemnify them from all claims, Contractor's obligation under this section shall not extend to any claim primarily caused by (i) the negligent or willful misconduct of an Indemnified Party, or (ii) an Indemnified Party's modification of goods without contractor's approval and in a manner inconsistent with the purpose and proper usage of such goods.

However, the legal counsel for the City or for Tri-Met, or the Oregon Attorney General on behalf of the State of Oregon, as the case may be, must give written authorization to any third-party purporting to act in the name of, or represent the interests of the applicable Indemnified Party prior to such action or representation. Further, the State, acting by and through its department of justice, or legal counsel for the City or Tri-Met, may assume the

defense of their respective Indemnified Party at any time when in an Indemnified Party's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of an Indemnified Party; (iii) important governmental interests are at stake; or (iv) the best interests of an Indemnified Party are served thereby. The contractor's obligation to pay for all costs and expenses shall include those incurred by the City, Tri-Met or the State of Oregon in assuming its own defense and that of its officers, employees, or agents under (i) and (ii) above.

16. State of Oregon Terms and Conditions. This project is funded in part with State Transportation Improvement funds from the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with various laws. As such, the Contractor will comply with the laws identified in Exhibit B. If there is a conflict between what is required of the Contractor in the body of this Agreement and Exhibit B, the terms of Exhibit B will apply.

CITY:

Eileen Stein, Interim City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR:

Jarrett Walker, President
Jarrett Walker & Associates, LLC
1021 SE Caruthers Street, Portland, OR, 97214

Please submit invoices to:

Accounts Payable City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CITY OF CANBY:

By: Jarrett Walker

By:

Date:

Date:

The City hereby approves the above-listed subcontractors.

City of Canby

Date

City of Canby Transit Master Plan Agreement with Jarrett Walker & Associates

Exhibit B

1. Contractor will comply with ORS 184.751 through 184.766.
2. Contractor will comply with the provisions of Oregon Administrative Rules (“OAR”) Chapter 732, Divisions 40 and 42, as those divisions may be amended.
3. Contractor acknowledges City has an agreement with TriMet (the “TriMet Agreement”) relating to the receipt and use of funds from the State Transportation Improvement Fund (“STIF”), and that City will use STIF funds, among other sources of money, to compensate Contractor. Terms and conditions of the TriMet Agreement apply to Contractor and the performance of its services, including:
 - a. TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, may access data and records held by Contractor as described in Section 2 of the TriMet Agreement.
 - b. Contractor certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Contractor receives STIF Formula Funds. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
 - c. In providing services to the City, Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 - d. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or such longer period as may be required by other provisions of the TriMet Agreement or applicable law. During that period, pursuant to any audit of City or Contractor relative to the use STIF funds, if there are unresolved audit questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
 - e. Contractor shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless Contractor is exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

Refined Scope and Final Fee

SEPTEMBER 25, 2023

For the City of Canby

JARRETT WALKER + ASSOCIATES

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1

Work Plan

In this section, we lay out a step-by-step work plan for the deliverables identified in the RFP scope.

We propose a slightly different order of tasks than what is implied by the task sequence in the RFP. To make clear how our tasks relate to the scope in the RFP, we are providing the correspondence table at right.

Task A: Kickoff and Project Organization

We propose to begin the project with in-person kickoff meetings among our team members and CAT staff. A very important part of these meetings would be discussions about the Public Engagement Plan, which would be led by EnviroIssues.

Deliverables for Task A include:

- Kickoff meetings in Canby
- A refined project schedule
- An organized data request, from our team, submitted to CAT staff
- Monthly update meetings and progress reports

We will ask for assistance from CAT and possibly other City staff in connecting with key community members, organizations and committees.

Task B: Analysis of Existing Conditions and Choices

In preparation for asking the community to help guide this TMP update, we will educate ourselves about existing conditions for CAT service and what choices most need to be addressed in the updated TMP.

This will involve examining data (from the Census, LEHD, CAT and the City), visiting the town and riding transit there, and interviewing CAT staff who work on both fixed route and demand response/

Proposed Task Name	RFP Task Name
A. Kickoff and Project Organization	1. Project Organization and Data Collection
B. Analysis of Existing Conditions and Choices	3. Existing and Future CAT services
C. Public Engagement	2. Public Engagement
D. Future Service Recommendations	3. Existing and Future CAT services
E. Future Capital & Policy Recommendations	4. Capital Needs Assessment, 5. Policy, 6. Potential Funding Source Identification
F. Optional Public Engagement Phase 2	2. Public Engagement
G. Draft and Final Transit Master Plan	7. Draft and Final Master Transit Plan Documents

This table shows how the names and the sequence of tasks we describe in this Work Plan relates to the numbered tasks defined in the RFP scope.

ADA service. Our team will provide CAT staff with an internal-draft Existing Conditions report, which will later become part of the TMP document.

We will pay extra attention to the connections made among the transit providers in the north Willamette Valley: CAT, Cherriots, SCTD, SMART and TriMet. We will use up-to-date information about services and connections where all of these services touch one another (whether they make a good connection or not!).

We can also draw on our understanding the regional connection issues from our work over the past decade on the prior Canby TMP, service concepts for the 99E corridor, regional services for Cherriots, the Wilsonville TMP, the Sandy TMP, and TriMet's plans for future service. However, we recognize that many years have passed since we worked on the Canby TMP, and that conditions,

funding and perhaps community priorities have changed since then.

Once we have finished our review of existing conditions, we will provide CAT staff with an internal-draft report. This will include reviews of:

- Review of recent and relevant plans. This would include local and regional transit, mobility and land use policies and plans relevant to the future of CAT service.
- Transit Market and Needs. Full review and mapping of the most recent socioeconomic data available.
- Network and Route Performance. Analysis of ridership, productivity, frequency, and connections with other neighboring transit providers. This will include insights gained at the network level (regional and local), route level and stop level.
- Performance of Dial-a-Ride and Complementary Paratransit, in terms of ridership, rides per vehicle hours, percent of trip requests fulfilled, percent of shared trips, reliability, and any other measures that address current CAT or rider concerns.
- Travel patterns within the city and within the region, derived from the Census and/or Replica (which anonymizes cell phone movements).
- Summary of existing capital assets that support the current system.
- Proximity and Access Analysis. Baseline analysis of the number of people within walking distance of transit services, and the number of places people can reach within a reasonable travel time on transit (for example, 30 or 45 minutes).

Once we have improved the Existing Conditions report based on staff comments and corrections, we can publish it on the project website. Some of the elements of the report will also be used to



One of the tools our team can use to engage stakeholders and decision-makers is interactive games. In this game, Sandy stakeholders tried out different balances between local and regional service, and between fixed routes and demand response service.

inform public engagement, the survey, the stakeholder workshop, and our presentations to Council and other groups.

Deliverables for Task B include:

- Analyses of existing conditions as described above.
- Maps of existing services and demographics.
- An internal-draft Existing Conditions and Choices Report, and a final draft for publication.

Task C: Public Engagement

EnviroIssues and JWA will work together closely on public engagement, for which we have a very established relationship and recent experience on the Wilsonville TMP update.

EnviroIssues will lead most engagement tasks, and will feed what they learn through surveys and outreach into our service planning process. However, JWA will be involved in shaping the overall questions that are asked of the public. Both EnviroIssues and JWA have proposed Hispanic project managers (Brenda and Álvaro) who can work in either English or Spanish, without the need to relay communication through a translator.

Canby has a particularly active civic community, and we know that many of our public engagement successes will be thanks to local organizations who are already knowledgeable, connected and trusted in the community. If we can get a very fast start we may, for example, be able to lean on Bridging Cultures to allow us to do outreach at their Thanksgiving event, or later in our planning process through some of their other community events. The Library, schools and the Chamber may also be helpful organizations and good venues for reaching diverse residents who care about transit.

At kickoff meetings (in Task A) EnviroIssues will start developing an engagement plan that centers equity. It will establish public involvement goals, opportunities for engagement, key messages and guidelines for how consultants and CAT will incorporate public input into the TMP.

During Task C, we will use both on-board and online surveys to understand who is currently using the CAT system and to garner feedback on community priorities around transit service. We can also deliver presentations to key stakeholder groups (such as Bridging Cultures, the Chamber, or City committees) as well as online public meetings (for example, using Zoom) and traditional in-person open houses.

We would like to hold an intensive half-day or evening workshop for key stakeholders. This would include interactive exercises, live polling, a brief presentation by the consultants, and discussions among stakeholders. We have the necessary staff and skills to deliver this workshop in both English and Spanish, but we would ask the City to provide

headsets for real-time translation.

We recommend presentations to the City Council and Planning Commission (or other City committee, if the Planning Commission is not the most important body to brief) at the start of public engagement, to brief them on the insights from the Existing Conditions report, ask for their help alerting the public, and take their suggestions for additional public contacts.

We have included some budget for direct costs in support of public engagement, such as: mileage and transit fares; a meal for the half-day stakeholder workshop; and printing of on-board surveys.

We would summarize the input gathered in this task and discuss with CAT how it should inform the Plan's recommendations.

Deliverables for Task C include:

- A public engagement plan.
- On-board and online surveying, of existing riders and non-riders alike.
- Webpage content for the City's website.
- Interactive workshop for stakeholders.
- Online or in-person open house.
- A presentation to City Council and Planning Commission (or other committee).
- Analysis and summary of input from all sources.

Task D: Future Service Recommendations

Having heard from the public, stakeholders and City leaders about their priorities for future CAT service, we will present that input to CAT and start a discussion about how the TMP can reflect those priorities.

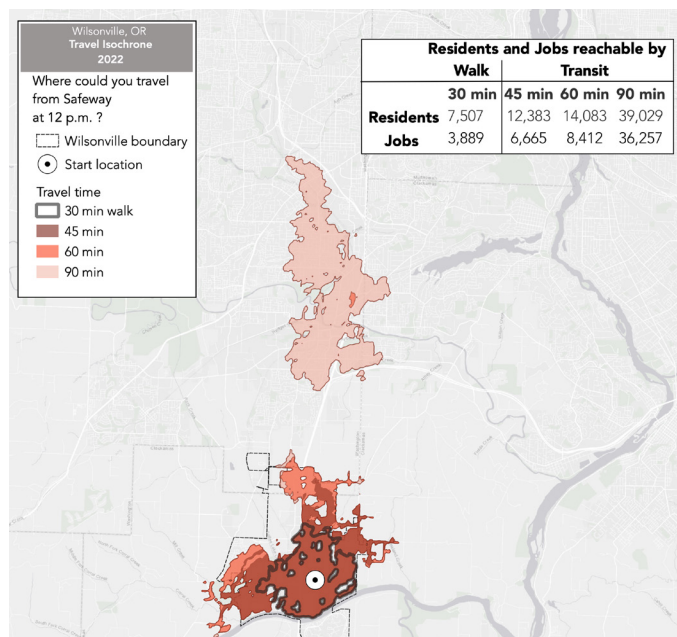
Our preference will be to develop future service

ideas and recommendations with CAT staff, rather than separately. This can either be done in one long in-person meeting, in which we draw new routes and services together, or through very rapid iteration with us presenting ideas over Zoom and getting feedback over multiple consecutive days.

After developing the service recommendations with CAT staff, we will map and analyze them. Our analysis will measure impacts and improvements for all residents and workers, as well as for existing riders, lower-income residents, minority residents, seniors, young people and local businesses.

We propose to pay particular attention to the following measures:

- Proximity. Residents and jobs within walking distance of various kinds of service, including low-income and minority residents.



One way to explain the potential of an improved transit network is to show how many more places people can access via transit. For example, this map shows how far someone can travel from the center of Wilsonville in a reasonable amount of time. It illustrates both residents' access to opportunities outside of the city, and employers' ability to attract workers to jobs in the city.

- Changes in the number of people who can access key points (for example, Cutsforth's Market, the Fred Meyer, Canby High School, Clackamas Community College, the Woodburn transit center, etc).
- Analysis of overall access change by geography, and by demographic group.
- Equity, i.e., who and where would be advantaged or disadvantaged compared to existing service, and how that relates to patterns of income.
- Example trips illustrations, showing examples of how Canby residents and workers would use the recommended network compared to the existing network.

Deliverables for Task D include:

- Maps of recommended future fixed route services, with frequencies, hours of service, required vehicles and estimated service hours.
- Maps of recommended future Dial-a-Ride and Paratransit service areas, with estimated vehicle requirements and service hours.
- Maps and graphics showing service impacts and improvements for diverse groups of stakeholders, especially lower-income people of color and local employers.

Task E: Future Capital and Policy Recommendations

Once we understand the new services that the TMP will include, we will summarize and analyze the other types of work and investment needed to ensure CAT's success.

Toole Design will leave this task, with input from JWA. JWA will incorporate the resulting writing and graphics into one single document, along with the results of Task D.

Deliverables for Task E will include:

- Descriptions of major capital needs to support future services, such as transit centers, bus stops improvements, sidewalk improvements, software or hardware.
- Recommended additional vehicles to support fixed route and demand response service recommendations.
- Ways that the City Code can be better-aligned with the updated TMP (e.g., street design, parking, land use).
- Descriptions of potential partnerships with other organizations or other transit providers.
- Advice relating to fleet electrification, or other fuel options.
- Evaluation of CAT's current funding sources and recommendations for potential funding from local, state and federal sources that will support the TMP.

Task F: Public Engagement Phase 2

We propose an additional public engagement phase after we develop the first service enhancements. We will illustrate trade-offs for the community to react to. These alternatives will address different ways the transit service could serve the community at local and regional scales

This second round of public engagement will focus on presenting service alternatives (described in task I) to the public and seeking input that clarifies which concepts have more or less appeal, and why.

The basic concept and trade-offs that underline each alternative will be developed collaboratively with CAT staff. Ideally, the trade-offs to be illustrated will be presented to the city council for approval and direction before the alternatives are developed.

Following the service trade-off design workshop,

JWA would follow up with CAT staff on any remaining details in each alternative. JWA would then proceed to develop maps and charts describing the service configuration and capital investments implied by each alternative.

EnviroIssues will lead this task, drawing on the contacts and relationships developed in Phase 1. Activities in this phase of outreach will include:

- Design and implement a general public e-survey to provide feedback on the TMP. Host the e-survey on the public engagement website developed in Phase 1. Provide CAT staff and all stakeholders with appropriate tools for promoting the survey.
- Schedule and conduct a second round of rider and stakeholder interviews with previous participants, in English and Spanish. Provide CAT staff with tools for promoting the meeting to riders and the community.
- Conduct an in-person and online public meeting to present and hear feedback on the proposed alternative scenarios.

Task G: Draft and Final Transit Master Plan

The results of Tasks B, D, E and F, above, would be combined into a draft TMP. This is intended to be a readable, friendly document, that ordinary people can use to understand CAT's current situation and future plans. Technical material that is unlikely to be interesting to the general public will be kept in appendices.

We will also prepare a Draft Executive Summary of the TMP.

CAT staff will be asked to review an internal draft of the Draft TMP, after which we will prepare it for publication.

We would expect to give a second presentation to City Council at this time. We would also email the project list, and reach out to key stakeholders and

local community groups, to invite comments on the Draft TMP.

As mentioned in Task F, we would also open the space for a second conversation with the public about the Draft TMP.

Once the public comment period has closed, we would then meet with staff to discuss how to change the TMP in response to the comments, before preparing the Final TMP document for City Council consideration.

Deliverables for Task G include:

- Internal draft TMP document and Executive Summary.
- External Draft TMP and Executive Summary.
- Webpage updates.
- Summary of comments received on Draft TMP.
- Meeting with CAT staff to decide on changes to the TMP.
- Final TMP for City Council adoption.
- All electronic files generated or used during the planning process.

[illegible]

2

Proposed Level of Effort and Cost

For the core tasks proposed our total fee would be **\$199,809.**

The table below shows the fee per task, as well as the expected hours of work contributed by each firm and each staff person, per task.

In addition to our labor costs, we have budgeted \$1,400 for direct costs which most of which would be incurred in support of public engagement, such as: car mileage, transit fares, incentives for surveys, web hosting fees and printed surveys. We have budgeted for a full meal to be served at the stakeholder workshop, and light refreshments for

an open house event in the second public engagement phase.

If any additional such supplies are, in CAT's opinion, needed and warranted, then we would recover those additional costs from CAT at no markup.

Proposed Task Name	RFP Task Name	Cost per Task	Hours Per Person											
			JWA					EnvirolIssues			Toole			
			Poyourow	Caviedes	Pritchard	Jain	Tucker	Martin	Omlor	Purdy	Ostrodka	Soto	Falkner	Singer-Berk
A. Kickoff and Project Organization	1. Project Organization and Data Collection	\$ 21,526	5	82	4	4	10	34	12	-				
B. Analysis of Existing Conditions and Choices	3. Existing and Future CAT services	\$ 31,429	16	85	29	134	-							
C. Public Engagement	2. Public Engagement	\$ 37,506	11	44	-	15	-	48	113	17				
D. Future Service Recommendations	3. Existing and Future CAT services	\$ 30,480	14	85	40	115	-							
E. Future Capital & Policy Recommendations	4. Capital Needs Assessment, 5. Policy, 6. Potential Funding Source Identification	\$ 29,176	17	30	-	-	-				4	32	48	48
F. Optional Public Engagement Phase 2	2. Public Engagement	\$ 17,332	-	10	-	14	-	28	55	9				
G. Draft and Final Transit Master Plan	7. Draft and Final Master Transit Plan Documents	\$ 32,361	31	78	42	55	-	12	26	-				
All tasks		\$ 199,809	94	414	115	337	10	122	206	26	4	32	48	48