

**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;

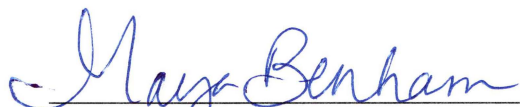
**WHEREAS**, following an interview process, a four (4) member Selection Committee individually scored the proposals and met on Wednesday September 6, 2023 to review these scores in accordance with the Evaluation Criteria detailed in the RFP; and

**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 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 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 18<sup>th</sup> of October, 2023 by the following vote:


YEAS 4

NAYS 0



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:**

**By:** Jarrett Walker

**Date:**

**CITY OF CANBY:**

**By:**

**Date:**

*Eileen Stein*

*10-23-23*





The City hereby approves the above-listed subcontractors.

*Lileen Stein*  
City of Canby

10-23-23  
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.

**AFFIDAVIT OF POSTING**

**STATE OF OREGON**        )  
                                  )  
**County of Clackamas**    )        ss:  
                                  )  
**CITY OF CANBY**         )

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 4<sup>th</sup> day of October, 2023 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1613 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 5<sup>th</sup> day of October, 2023, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1.     Canby Civic Building
- 2.     Canby Post Office
- 3.     City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 18<sup>th</sup> day of October, 2023.

*Maya Benham*  
\_\_\_\_\_  
Maya Benham, City Recorder

Subscribed and sworn to before me this 23 day of October, 2023.

*[Signature]*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

