

CITY OF SCAPPOOSE
REQUEST FOR PROPOSAL
MUNICIPAL COURT JUDGE
2020-01



Proposal Due Date: 03/31/2020

Contents

SECTION 1 – INTRODUCTION2

SECTION 2 - PROPOSER’S SPECIAL INSTRUCTIONS.....2

2.1 Proposed Timeline2

2.2 General.....2

2.3 Proposal Submittal.....2

2.4 Protest Scope of Work or Work Terms.....3

2.5 Proposal Submission and Signing.....3

2.6 Cost of Preparing a Proposal.....3

2.7 Interpretations and Addenda3

2.8 City’s Project Manager3

2.9 Proposal Validity Period.....4

2.10 Form of Contract.....4

2.11 Term of Contract.....4

2.12 Termination.....4

2.14 Non-Collusion.....4

2.15 Public Record.....4

2.16 Employment Relationship.....4

SECTION 34

3.1 Background.....4

SECTION 4 - SCOPE OF WORK.....5

4.1 Judicial Duties5

SECTION 5 - PROPOSAL CONTENT AND FORMAT6

5.1 Format.....6

5.2 Additional Information6

5.3 Disputes6

5.4 City Personnel.....6

SECTION 6 - PROPOSAL EVALUATION PROCEDURES6

6.1 Selection and Evaluation Process6

6.2 Clarification of Proposals7

6.5 Protest of Award7

6.6 Proposal Rejection7

SECTION 7 - PROPOSAL CERTIFICATIONS.....8

Attachment A – Municipal Court Judge Agreement

SECTION 1 – INTRODUCTION

The City of Scappoose will receive sealed proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City until March 31, 2020, at Scappoose City Hall, located at 33568 E Columbia Ave, Scappoose, Oregon 97056. Interested parties are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required as detailed in the Request for Proposal (RFP) packet.

While the City is requesting proposals for a Municipal Court Judge, this action should not be seen as a negative reflection on the services currently being provided.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting proposer unopened after a contract has been awarded for the required services.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120(b). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2 - PROPOSER'S SPECIAL INSTRUCTIONS

2.1 Proposed Timeline

Action	Location	Date	Time
Solicitation Advertisement	Business Tribune, Spotlight, City Website, OCAA Listserv, OSB Listserv	2/14/2020	N/A
Proposals Due	Scappoose City Hall	03/31/2020	4:00 PM
Interviews	Scappoose City Hall	04/13/20 to 04/17/20	TBD
As Notice of Intent to Award Contract	City of Scappoose	4/20/2020	9:00 AM
Council Approval	City Council	05/04/2020	7:00 PM
Challenge Period Expires and Award of Contract	City Manager	4/27/2020	9:00 AM
Commencement of Services	NA	06/03/2020	8:00 AM

*These dates are approximate and subject to change at the sole discretion of the City

2.2 General

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

2.3 Proposal Submittal

The Proposal and all amendments must be signed and submitted no later than March 31, 2020 by 4:00 p.m., to the address below. Proposals must be submitted with five (5) hardcopies, one (1) being original, in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

City Municipal Court Judge

Due: March 31, 2020

City of Scappoose– City Hall

Attn: City Recorder Susan Reeves, MMC

33568 E Columbia Ave

Scappoose, OR 97056

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered or accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

2.4 Protest Scope of Work or Work Terms

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to City Hall. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. City Staff shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposals are due. The City shall not consider any protest against award due to the content of the scope of work in the RFP or contract terms submitted after the established protest deadline. All protests should be directed to the City Recorder, Susan Reeves, and be marked as follows:

RFP Specification/Term Protest

City of Scappoose

Attn: City Recorder Susan Reeves, MMC

33568 E Columbia Ave.

Scappoose, OR 97056

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary, to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

2.5 Proposal Submission and Signing

All requested forms and attachments must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the proposer to adhere to the provisions described in this RFP.

2.6 Cost of Preparing a Proposal

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

2.7 Interpretations and Addenda

All questions regarding this project proposal shall be directed to City Recorder Susan Reeves, MMC. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" made available to all prospective Proposers on the City's website within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date. It is the responsibility of the Proposer to check the City's website for addendums.

2.8 City's Project Manager

The City's Project Manager for this work will be City Recorder Susan Reeves, MMC, who can be reached by phone at 503-543-7146 or email at sreeves@cityofscappoose.org.

2.9 Proposal Validity Period

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

2.10 Form of Contract

A copy of the City's Municipal Court Judge Agreement, which the City expects the successful proposer to execute is included as "Attachment A". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Proposers taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.4 "Protest of Scope of Work or Terms" or their exceptions will be deemed waived.

2.11 Term of Contract

The term of the contract shall commence following approval by City Council and run continuously.

2.12 Termination

The contract may be terminated without cause by either part upon thirty (30) day written notice to the other party.

2.14 Non-Collusion

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

2.15 Public Record

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public. The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such information shall be at the proposer's expense.

2.16 Employment Relationship

The municipal judge is considered an independent contractor, and as an independent contractor, is responsible for all employees, subcontractors, and agents performing any portions of the duties. The Judge will not be considered an employee of the City of Scappoose therefore will not be eligible to receive any benefits, vacation, or sick leave. The applicant will be subject to a criminal background check as well as other background checks. Employment with the City in this position requires a pre- employment initial drug screen testing and fingerprinting.

SECTION 3

3.1 Background

The Municipal Court is established by the City Charter, the municipal court judge is appointed by the mayor with the consent of the council.

The Court provides a local forum for the resolution of City municipal code violations, Oregon motor vehicle law violations, and misdemeanor violations in Scappoose as cited/investigated by the Scappoose Police Department.

The mission of the Municipal Court is to guarantee all persons accused of violations or crimes their constitutional rights to a fair and speedy judicial process while preserving their dignity, as well as protecting the rights of the citizens of Scappoose. We strive to provide defendants with the tools they need to successfully complete their court requirements.

Court sessions are currently held one day a week (Wednesday). The Court uses pretrial conferences as a tool in adjudicating cases more efficiently. The Court also uses deferred sentencing, community service programs and diversion agreements, when appropriate.

You may be asked to give your professional opinion and thoughts on changes which may/may not include the City not pursuing City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in Scappoose as cited/investigated by the Scappoose Police Department.

Municipal Court staffing currently is composed of:

- A Contract Municipal Judge that provides services to support court operations.
- A full time Office Administrator assigned to courts that coordinates the Court schedule, maintains appropriate documentation for a court, completes court orders, monitors probation compliance and monitors and process payments of court fines.
- A part time hourly City Prosecutor that provides prosecutorial services to the City.
- The Court department is currently supervised by the City Finance Administrator.

The following are workload indicators:

	2015	2016	2017	2018	2019
Cases Filed					
Non-Traffic Misdemeanors	118	100	81	106	89
Non-Traffic Violations	15	35	16	7	25
Traffic Misdemeanors	46	86	45	136	99
Traffic Violation	910	1066	840	785	483
Municipal Code Misdemeanors		5	1		
Ordinance Violations		4	8	7	
Parking	21	7	35	11	1
Community Service					9
Total Misdemeanors	164	191	127	242	188
Total Violations	925	1105	864	799	517
Total Cases Filed	1089	1296	991	1041	705

SECTION 4 - SCOPE OF WORK

4.1 Judicial Duties

The duties include all normal duties of municipal judge acting in that capacity for municipal court. These duties include having arraignments, accepting pleas, conducting bench trials, presiding over jury trials and conducting sentencing hearings. It may be necessary to conduct a jury trial on a separate day from regular court day. The judge also issues warrants, such as bench warrant for criminal non-appearances, review probation reports, and have probation violation hearings. Judge will be responsible to interview defendants to see if they qualify for court appointed attorney, before they are assigned.

Court will be held in a professional manner according to standards observed by independent contractors in the Municipal Court Judge profession. The Judge shall maintain membership with the Oregon State Bar, maintain all education requirements for the position and comply with all the reporting requirements under the applicable Oregon Revised Statutes.

The Office Administrator assigned to courts assists the Judge with paperwork and necessary orders. The judge may review and make recommendations regarding court programs, court fines, court charges, and court procedures. The judge will help keep the court staff apprised of changes in laws and procedures.

In- custody defendants are transported by from the jail and brought to the courtroom for arraignments.

Judge will perform duties at a flat rate of \$1,500 per month. Additional court days or night court can be added to the Court schedule. Times, dates and additional compensation will be negotiated with the City Manager.

SECTION 5 - PROPOSAL CONTENT AND FORMAT

5.1 Format

Respondent's proposal should include the following items in the following sequence and any additional information you deem relevant:

1. Provide a brief description of your professional experience and qualifications including:
 - a) Education
 - b) Employment
 - c) Offices held
 - d) Professional organizations
 - e) Oregon State Bar number
 - f) Resume
2. Identify any experience with municipal law.
3. Describe your capability in providing services as Municipal Court Judge.
4. Provide a brief description of your judicial philosophy.
5. Provide a brief description of various projects that you would anticipate initiating (if any) for the Court.
6. Provide a brief description of your philosophy as to the administration of the fines for first and repeat offenders.
7. Provide any other information or comments, which you believe are relevant and will assist the City in making its selection:
 - a. Additional questions concerning judicial philosophy, programs, and duties may be asked at an interview after initial reviews. Additional information may be requested in order to conduct a background check.
8. Provide three current letters of recommendation made in specific reference to this position.

5.2 Additional Information

Please provide any other information you feel would help the Selection Committee evaluate your firm for the specialized legal service responded to.

5.3 Disputes

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

5.4 City Personnel

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

SECTION 6 - PROPOSAL EVALUATION PROCEDURES

6.1 Selection and Evaluation Process

A Selection Committee assembled by the City will review the written proposals and conduct interviews. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated in accordance with the following:

1. <u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2. <u>An original plus one (4) copies of the complete proposal</u>	<u>Pass/Fail</u>
3. <u>Qualifications & Experience</u>	<u>70 points</u>
4. <u>References</u>	<u>30 points</u>
<u>TOTAL EVALUATION POINTS</u>	<u>100 POINTS</u>

***IF INTERVIEWS ARE CONDUCTED, THEY WILL BE SCORED SEPARATELY FOR A POTENTIAL OF 100
ADDITIONAL POINTS**

6.2 Clarification of Proposals

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

6.5 Protest of Award

In accordance with OAR 137-047-0740 and ORS 279B.410, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

6.6 Proposal Rejection

The City reserves the right to:

- 1.** Reject any or all proposals not in compliance with all public procedures and requirements;
- 2.** Reject any proposal not meeting the specifications set forth herein;
- 3.** Waive any or all irregularities in proposals submitted;
- 4.** In the event two or more proposals are for the same amount for the same work, the City shall follow the provision listed in OAR 137-046-0300;
- 5.** Reject all proposals;
- 6.** Award any or all parts of any proposal; and
- 7.** Request references and other data to determine responsiveness.

SECTION 7 - PROPOSAL CERTIFICATIONS

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

☐ **Resident Vendor:** Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

☐ **Non-resident Vendor:** Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

INDEPENDENT CONTRACTOR AGREEMENT
MUNICIPAL JUDGE FOR THE CITY OF SCAPPOOSE

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the CITY OF SCAPPOOSE, a municipal corporation, hereinafter called "CITY," and [insert full name], hereinafter called "INDEPENDENT CONTRACTOR", "[insert last name], or "JUDGE" both of whom agree as follows:

WITNESSETH

WHEREAS, the City desires to contract for the services of said INDEPENDENT CONTRACTOR as Municipal Judge of the City of Scappoose;

WHEREAS, it is the desire of the Scappoose City Council to establish certain conditions under this contract with said INDEPENDENT CONTRACTOR;

WHEREAS, INDEPENDENT CONTRACTOR desires to contract with City as Municipal Judge of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. CONTRACT

City hereby contracts with [insert full name] as the Municipal Judge of said CITY to perform the functions and duties specified in City Charter, attached hereto and incorporated by reference herein; and to perform such other legally permissible and proper duties and functions as may from time to time arise in the operation of the Court. This AGREEMENT may be modified in writing when there is agreement by both parties.

SECTION 2. DUTIES

Duties include all normal duties of municipal judge acting in that capacity for municipal court. These duties include, but are not limited to, having regular arraignments, accepting pleas, and conducting bench trials, presiding over jury trials as necessary, and conducting sentencing hearings. It may be necessary to conduct a jury trial on a separate day from regular court day. The JUDGE also issues warrants, such as bench warrants for criminal non-appearances, reviews probation reports, and has probation violation hearings. The JUDGE must be available for telephone calls or video conferences to consider probable cause affidavits and other court matters.

JUDGE will perform work in a manner according to professional standards observed by independent contractors in the municipal court judge profession. JUDGE shall maintain membership in good standing with the Oregon State Bar.

The Office Administrator-Courts assists the JUDGE with paperwork and necessary orders. The JUDGE may review court programs, court fines, court charges, and court procedures. The JUDGE may issue court orders establishing the procedure and amounts of fees. The JUDGE will help keep the Office Administrator-Courts apprised of changes in laws and procedures. The JUDGE, OFFICE ADMINSTRATOR-COURTS and CITY PROSECUTOR will meet quarterly to review calendars and programs applicable to court operations.

The CITY agrees to notify the Judge promptly when a citizen is lodged in jail on a Scappoose Municipal charge.

Part of the duties may also require the JUDGE to go to the Columbia County Jail located in St. Helens to arraign defendants via video that may be lodged in Columbia County jail pursuant to a warrant issued by the Scappoose Municipal Court.

JUDGE shall utilize the existing Intergovernmental Agreement with Columbia County for pro-tern judicial services when unavailable or there is a conflict.

SECTION 3. INDEPENDENT CONTRACTOR STATUS

[Insert last name] is an independent contractor, and as an independent contractor, is responsible for all employees, subcontractors, and agents performing portions of this work under this AGREEMENT. [Insert last name] will not be considered an employee of the City of Scappoose for the performance of work under this AGREEMENT.

INDEPENDENT CONTACTOR will not be a participant in, nor be in a qualified position as defined by PERS.

SECTION 4. PROFESSIONAL DEVELOPMENT; DUES AND FEES

[Insert last name] shall maintain all educational requirements for the position of Municipal Judge and comply with all reporting requirements under the applicable Oregon Revised Statutes.

The CITY shall pay dues for membership in the Oregon Municipal Judge's Association.

The CITY shall pay for registration, travel, lodging, and subsistence expenses for the OJPA/OMJA Conference and the Municipal Judge's Conference.

SECTION 5. COMPENSATION AND REPORTING

[Insert last name] will perform duties at the rate of \$1,500 per month.

Additional court days or night court can be added to the Court schedule. Times, dates, and additional compensation will be negotiated with the City Manager.

Requests for any compensation adjustments must be made to the City Manager between January and March of a given year for budgeting purposes. Any adjustment granted will go into effect at the beginning of the Fiscal Year (July 1.)

SECTION 6. ANNUAL REVIEW

Upon request of the City, [insert last name] will prepare interim reports to the Council concerning court operations.

SECTION 7. TERM OF AGREEMENT

This AGREEMENT shall commence on _____ and will run continuously. Upon thirty (30) day written notice to the other party, either party, without cause, may terminate participation in this AGREEMENT. The JUDGE shall be compensated for all services performed prior to termination.

SECTION 8. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this AGREEMENT, including without limitation, the making, performance, or interpretation of this AGREEMENT or the AGREEMENT documents, shall be settled by mediation.

SECTION 9. CONFLICT OF INTEREST

[Insert last name] will disclose any actual, apparent, or potential conflict of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. In the event of a potential conflict of interest due to a former attorney-client relationship between [insert last name] and an accused citizen, the citizen and the City Prosecutor will be given the opportunity to waive the conflict after full disclosure. In the event a former client or the City Prosecutor declines to waive the conflict, the City will procure a Pro Tern Judge to handle the proceedings. A Pro Tern Judge will be assigned in the event an apparent or actual conflict of interest is identified.

SECTION 10. GENERAL PROVISIONS

IN WITNESS WHEREOF, the City of Scappoose has caused this AGREEMENT to be signed and executed in its behalf by its City Manager and duly attested by its City Recorder, and INDEPENDENT CONTRACTOR has signed and executed this AGREEMENT, both in duplicate, the day and year first above written.

CITY OF SCAPPOOSE:

INDEPENDENT CONTRACTOR:

Michael J. Sykes, City Manager

[Insert Name]

[Insert Date]