

CITY OF WARRENTON
Informal Solicitation for
PROPOSALS
MUNICIPAL COURT JUDGE



Proposal Due Date: March 28th

SECTION 1 – INTRODUCTION

The City of Warrenton is conducting an informal solicitation for proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City of Warrenton. Proposals may be submitted until March 28th at 5:00pm at Warrenton City Hall, located at 225 S. Main, Warrenton, Oregon 97146 or by email to emoberg@warrentonoregon.us. 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 this solicitation.

SECTION 2 - INSTRUCTIONS

2.1 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.

2.2 Proposal Submittal

The Proposal must be submitted no later than March 28th, 2025, by 5:00 pm to 225 S. Main, Warrenton, Oregon 97146, or via electronic submission to emoberg@warrentonoregon.us

2.3 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 Scope of Work and the successful proposer's response documents.

2.4 Term of Contract

The term of the contract shall commence following approval by City Commission. and run continuously. The City anticipates a three-year contract, with options for two-year renewals.

2.5 Termination

The contract may be terminated without cause by either party upon thirty (30) day written notice to the other party. The contract may also be terminated for cause as outlined in the Municipal Judge Services Agreement.

2.6 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 Warrenton 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.

SECTION 3

3.1 Background

The Municipal Court was established by the City Charter, The Municipal Court Judge is an officer of the city and is appointed by the City Commission.

The Court provides a local forum for the resolution of City municipal code violations, Oregon motor vehicle law violations, parking violations, and hearings relating to expungements, vehicle impoundments, and municipal code enforcement within Warrenton City Limits, as cited/investigated by the Warrenton Police Department.

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

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 Warrenton as cited/investigated by the Warrenton Police Department.

Municipal Court staffing currently is composed of:

- A Contract Municipal Judge that provides services to support court operations.
- A Court Clerk assigned to court that coordinates the court schedule, maintains appropriate documentation for court, completes court orders, monitors compliance and monitors payments of court fines.
- A contracted City Prosecutor that provides prosecutorial services to the City.

SECTION 4 - SCOPE OF WORK

4.1 Judicial Duties

Court sessions are currently held on the first and third Tuesday of each month at 10:00am.

It is the expectation of the city that court is held twice a month unless there is a reduced number of court cases on the Court schedule. The Court may use pretrial conferences in some cases as a tool in adjudicating cases more efficiently. Time currently spent related to Municipal Judge Service is approximately 5 hours per month.

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, and conducting sentencing hearings.

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 Court Clerk 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.

If it is determined that additional court days, hours or night court is needed, the Court schedule may be amended, and additional compensation shall be negotiated with the City Manager.

SECTION 5 - PROPOSAL CONTENT

5.1 Content

Proposal should include the following items 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 at least two letters of recommendation made in specific reference to this position.
 5. Provide cost proposal to provide up to no more than 6 hours (max) of services per month.
 6. Provide date you can commence Municipal Court Judge services.

SECTION 6 - EVALUATION

6.1 Selection and Evaluation Process

A Selection Committee consisting of the Mayor, Police Chief or his/her designee, and City Manager will review the written proposals and, if needed, conduct interviews. Proposals will be evaluated to determine which ones best meet the needs of the City. The proposals will be evaluated in accordance with the following:

1.	<u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2.	<u>Qualifications & Experience</u>	<u>50 points</u>
3.	<u>Cost</u>	<u>30 points</u>
4.	<u>References</u>	<u>20 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 Proposal Rejection

The City 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 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, sexual orientation, 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: _____

MUNICIPAL JUDGE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF WARRENTON, hereinafter referred to as "City" and _____, hereinafter referred to as "Judge", for the responsibilities of Municipal Court Judge in the City of Warrenton Municipal Court.

WITNESSETH:

For and in consideration of the mutual covenants and promises between the parties hereto and the payment hereinafter to be made, it is hereby agreed as follows.

SECTION A - SERVICES

Judge will perform the services of Municipal Judge for the City of Warrenton in accordance with Section 21 of the City Charter, the attached Scope of Work and Proposal.

Judge will:

- a. Exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city.
- b. Issue process for citing arrest of any person accused of an offense against the ordinances of the city.
- c. Commit any such person to jail shall they be found in egregious contempt of court.
- d. Issue and compel obedience to subpoenas;
- e. Compel witnesses to appear and testify;
- f. Punish witnesses and others for contempt of court;
- g. Issue process necessary to effectuate judgments and orders of the court;
- h. Perform other judicial and quasi-judicial functions prescribed by ordinance.

SECTION B - INDEPENDENT CONTRACTOR

In performing the duties of Municipal Court Judge, as an appointed officer under the City Charter, Judge is acting under the course and scope of the City Manager, Commissioners, and commonly known standards of the Oregon State Bar. He/she shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he/she carries out his/her judicial responsibilities, save and except that Judge agrees to carry out his/her duties in a timely, consistent, and impartial manner.

SECTION C - HOURS OF WORK – CONTRACT DURATION

It is recognized that the hours devoted by the Judge in the performance of his/her

responsibilities may vary with the caseload of the Court. It is anticipated services will entail approximately 5 hours per month, with court being held the first and third Tuesday of each month.

Contract Term

This contract is a 3- year contract with an option for auto-renewal set at two-year renewals. Auto-renewal of the contract will require Commission approval.

SECTION D – INDEMNITY AND INSURANCE

- a) Indemnity : City has relied upon the professional ability and training of the judge as a material inducement to enter into this Contract. The judge warrants that all of their work will be performed consistent with reasonable professional practices and standards, as well as with the requirements of applicable federal, state, and local laws. Rodriguez acknowledges responsibility for any and all liability arising out of the performance of this Contract and shall hold City, its officers, employees, and agents harmless from and indemnify and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the Judge’s acts, omissions, activities, or services in the course of performing this contract.
- b) Professional Liability: The Judge shall maintain a professional liability insurance policy consistent with the requirements of the Oregon State Bar, with a minimum coverage of not less than \$300,000 to protect the Judge from claims for professional acts, errors, or omissions arising from the legal services it provides. The policy may be written on a “claims made” form. The policy shall contain an endorsement entitling City to not less than sixty (60) days prior written notice of any material change, non-renewal or cancellations of such policy.

SECTION E - COMPENSATION

Judge will be paid a base amount of _____ per month payable at the end of each month, for service provided in that month. Payment will be made as a contracted _____ position with Judge to be an independent contractor at all times pursuant to this agreement and he/she shall be personally responsible for any and all taxes on his compensation and shall not be entitled to any benefits from City.

Should the Judge cancel a court without arranging for a replacement judge (such replacement judge shall be paid by the judge from the judge’s pay), they shall not be entitled to payment for that court date. Should the City cancel a scheduled court date, the City shall still pay the Judge for the regular base pay of court service for that date.

SECTION F – CONFLICT OF INTEREST

Except with City’s prior written consent, the appointed Judge shall not engage in any

activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise the Judge's professional judgement with respect to this Contract, including, without limitation, concurrent employment in direct competition with the Contract.

SECTION G -TERMINATION CONDITIONS

This Agreement may be terminated by thirty (30) days written notice from either the City or Judge.

This Agreement cannot be modified without the written consent of both parties.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

Municipal Court Judge

Henry A. Balensifer III, Mayor

ATTEST:

Esther Moberg, City Manager