

# **A G E N D A**

**Finance/Judiciary Committee  
and Possible Quorum of the Budget Committee and/or City Council  
City of Junction City  
680 Greenwood Street**

**Thursday, February 1, 2024  
6:30 p.m.**

To join the Committee meeting via computer, tablet, or smartphone  
please click on the Zoom link below:

<https://us06web.zoom.us/j/88196063677?pwd=5VwygBdwoWXxKv9UXXiJ28CxKJfa9j.1>

You can also dial in using your phone: (253) 215-8782 or (877) 853-5257  
Meeting ID: 881 9606 3677

1. Call to Order
2. Changes to the Agenda
3. Approval of Minutes June 1, 2023, October 5, 2023 and December 7, 2023
4. Public comments for items not listed on the agenda
5. Judge Contract  
(Finance Director Mike Crocker)
6. Upcoming Contracts for Review  
(Finance Director Mike Crocker)
7. Agenda Forecaster
8. Committee Member Comments
9. Adjournment

*Next standing meeting scheduled for Thursday, March 7, 2024 at 6:30 pm.*



The Finance/Judiciary Committee for the City of Junction City met at 6:30 P.M. on Thursday, June 1, 2023.

**PRESENT WERE:** Chairman Karen Leach, Councilor Sandee Thomas, Councilor Andrea Ceniga, Finance Director Mike Crocker, and City Recorder Kitty Vodrup (through agenda item 5).

**1. Call to Order**

Committee Chair Leach called the meeting to order at 6:30 p.m.

**2. Changes to the Agenda**

None

**3. Approval of Minutes**

The minutes for April 6, 2023 were approved.

**4. Public Comments for Items not Listed on the Agenda**

No public comments.

**5. Updated Public Records Policy**

City Recorder Kitty Vodrup presented and discussed the updated public records policy with the Committee.

The Finance and Judiciary Committee reviewed the draft public records policy at their March 2, 2023 meeting. The Committee asked Recorder Vodrup to bring back answers to a few questions:

- Can a citizen come into the PD to view records? Answer yes, but the citizen must first submit a public records request form and pay any applicable fees for staff time to compile/redact records, oversee the requestor's review, etc.
- If a person is a victim of a crime, do they pay for a police report? The Police Department charges everyone for a copy of a police report.

As part of this draft review, staff looked at all the public records fees and confirmed that they were still applicable. The police report fee of \$10.00 was set in February of 2010 to capture the actual costs of providing such records, and Deputy Chief Markell confirmed this

fee was still applicable. This is in line with what other Police Department's charge for police reports: \$10 Cottage Grove, Springfield, Eugene, Corvallis; \$15 Newport; \$20 Salem and Sherwood; and \$30 Lane County Sheriff.

The Council approved the City's first public records policy on March 9, 2004 via Resolution No. 826. Staff would like to replace that policy with an updated policy to meet state requirements and more clearly define how the public may submit requests and how those requests will be processed. Some highlights of this updated policy include:

- Adds state requirements on response timelines for requests.
- Adds staff contact information for General Records, Court Records, and Police Records.
- More clearly defines types of requests by separating into 3 different levels (Level 1, 2, and 3).
- Provides specific guidelines on how the City will process responses.
- Adds language on how the City will process waiver and fee reduction requests.

The Committee directed staff to forward the item to Council.

## 6. Job Description Updates

Finance Director Crocker presented two job descriptions for the Committee's review.

This is a request from Human Resources and the Finance Director to create the new job descriptions listed below:

- Accounting Technician
- Senior Accountant

Accounting Technician - This is a new job description and position for the Finance Department. This position will be budgeted for the new fiscal year 23/24, July 1, 2023 and the recruitment would start immediately. This position will assist the Senior Accountant and the Finance Director with daily tasks, including accounts payable, accounts receivable, and additional accounting tasks as described on the job description.

Senior Accountant – This job description is an updated job description of the accountant position with incorporating the accounting technician into the finance department. The union and City Administrator have reviewed this job description. Staff is recommending the Finance & Judiciary Committee approve the job description to move forward to Council for approval.

Committee directed staff to forward the job descriptions to Council for approval.

## 7. Portland State University Intergovernmental Agreement

Finance Director presented the agreement with Portland State University.

The Committee is asked to review the League of Oregon Cities' intergovernmental agreement with Portland State University for compensation study services. A study for Junction City could be completed under this IGA with a task order for Junction City. The study for Junction City would cover represented staff.

This compensation study would be covered under the Intergovernmental Agreement (IGA) entered into by the League of Oregon Cities and Portland State University Center for Public Service.

An estimate is in the draft task order from PSU for review. An adequate amount was anticipated and included in the proposed FY23/24 budget.

Information incorporated into this study will include comparisons for:

- a. Salary at the minimum, median, and maximum level
- b. Health insurance
- c. Retirement benefits
- d. Paid time off
- e. Personnel policies, and
- f. Job descriptions

The compensation study includes represented positions in the following departments:

1. Public Works
  - a. Water & Sewer
  - b. Sanitation
  - c. Parks Maintenance
  - d. Building
2. Police
  - a. Police Officers
  - b. Communication Officers
3. Finance
  - a. Accounting
  - b. Court
4. Community Services
  - a. Community Center
  - b. Library

The Committee directed staff to forward the agreement to Council with a recommendation to approve.

**8. Agenda Forecaster**

The Committee reviewed the Forecaster. No additional changes were made to the Agenda Forecaster.

**9. Committee Member Comments**

There were no additional comments from the Committee members.

**10. Adjournment**

As there was no further business, the meeting was adjourned at 6:58 pm.

Respectfully Submitted:



*Mike Crocker*

Mike Crocker, Finance Director

The Finance/Judiciary Committee for the City of Junction City met at 6:30 P.M. on Thursday, October 5, 2023.

**PRESENT WERE:** Chairman Karen Leach, Councilor Sandee Thomas, Councilor Andrea Ceniga, and Finance Director Mike Crocker.

**1. Call to Order**

Committee Chair Leach called the meeting to order at 6:30 p.m.

**2. Changes to the Agenda**

None

**3. Public Comments for Items not Listed on the Agenda**

No public comments.

**4. Revenue Sharing Item Request**

Discussion item was brought to the Committee by Committee Chair Karen Leach. The request is to replace the chairs for the Dispatch department.

Current chairs pictures were viewed. The request is for \$5,000 from State Revenue Sharing. There is currently 83,700 in State Revenue Sharing. This would also include the Police Chief's chair.

The Committee directed staff to forward the request to Council.

**5. Revolving Loan Fund Application**

Finance Director Crocker presented the Revolving Loan Fund (RLF) Application and RLF Committee recommendation. The Committee was asked to review the recommendation by the committee. The recommendation by the RLF Committee was a unanimous decision to approve. The loan is for \$50,000 for Fighting Fish Investments which owns the building at 121 W 6<sup>th</sup>. The RLF Committee thought that the application met the spirit of what the program was meant for.

The Committee was in favor of forwarding the application to Council with the RLF Committee's recommendation.

**6. Agenda Forecaster**

The Committee reviewed the Forecaster. No additional changes were made to the Agenda Forecaster.

**7. Committee Member Comments**

Councilor Ceniga asked about money spent in the budget and the process for requesting detail of funds expended.

**8. Adjournment**

As there was no further business, the meeting was adjourned at 7:10 pm.

Respectfully Submitted:

  

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Mike Crocker, Finance Director



The Finance/Judiciary Committee for the City of Junction City met at 6:30 P.M. on Thursday, December 7, 2023.

**PRESENT WERE:** Chairman Karen Leach, Councilor Sandee Thomas, Finance Director Mike Crocker, and City Administrator Jason Knope. Councilor Andrea Ceniga was absent.

**1. Call to Order**

Committee Chair Leach called the meeting to order at 6:30 p.m.

**2. Changes to the Agenda**

None

**3. Public Comments for Items not Listed on the Agenda**

No public comments.

**4. Personnel Manual Update**

City Administrator Knope presented a draft personnel manual update. This is based on the City Counties Insurance template.

The current Personnel Manual was adopted in 1998 and the last update to the manual was in 2007 and is currently very far out of date. In discussions with the City Attorney's office, it was recommended that the City use the model manual provided by the City's insurance company, City County Insurance Services (CIS). Staff took the model manual and customized it with the various elements of the City's current manual that were still relevant.

This manual has been reviewed by both of the City's unions and the City Attorney's Office. The non-represented staff members have also had an opportunity to review and comment on this manual as well.

Staff is looking to answer Committee questions and proceed to Council with this item once the Committee is comfortable with it.

The Committee directed staff to forward the manual to Council with no requested changes by the Committee.

**5. Public Contracting Rules Update**

City Administrator Knope presented a draft of the updated Public Contracting Rules, communication from the City's attorney, and a draft ordinance.

It has been a number of years since the City has updated its Public Procurement Rules. The City Attorney's Office has provided a packet of information for the City to review and proceed with.

Staff is looking to answer Committee questions and proceed to Council with this item once the Committee is comfortable with it.

The Committee discussed the draft and had no requested changes.

The Committee directed staff to forward the draft Public Contracting Rules to Council.

**6. Agenda Forecaster**

No additional changes to the Agenda Forecaster were made.

**7. Committee Member Comments**

Dog Licenses and enforcement was discussed.

**8. Adjournment**

As there was no further business, the meeting was adjourned at 7:10 p.m.

Respectfully Submitted:



Mike Crocker, Finance Director

# FINANCE & JUDICIARY COMMITTEE

## AGENDA ITEM SUMMARY



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### Municipal Judge RFP

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Meeting Date: February 1, 2024  
Department: Finance  
www.junctioncityoregon.gov

Agenda Item Number: 4  
Staff Contact: Mike Crocker  
Contact Telephone Number: 541-998-2153

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### ISSUE STATEMENT

As allowed by the City Charter, the City Council appoints the office of Municipal Judge and holds a court known as the Municipal Court for the City of Junction City, Lane County, Oregon.

The City's current Judge has served since being appointed by the Council in 2017.

### BACKGROUND

Section 26 of the Junction City Charter sets the authority and functions of the Municipal Court Judge.

Duties include all normal duties of Municipal Court Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having weekly arraignments, accepting pleas, and conducting sentencing. The Judge also issues warrants, such as bench warrants, for non-appearances. Occasionally, the Judge is also required to review the status of persons in custody on City arrests in the Lane County Jail on weekends and make release determinations.

The City's Court Clerk assists the Judge with paperwork and necessary orders. The Judge reviews court programs, court fines, court charges and court procedures. The Judge keeps the Court Clerk apprised of changes in laws and procedures.

The City holds municipal court weekly, on Thursdays. The Municipal Court Judge is appointed by and responsible to Council.

### RELATED CITY POLICIES

City Charter, Section 26

### LEGAL REVIEW

None

## **COMMITTEE OPTIONS**

- A. Direct staff regarding a request for proposals and timeline
- B. Other direction

## **ATTACHMENTS**

- A. Junction City Charter, Chapter 5, Section 26
- B. RFP Judicial Services 2017
- C. Municipal Judge Agreement

## **FOR MORE INFORMATION**

Staff Contact: Mike Crocker  
Telephone: 541-998-2153  
Staff E-Mail: [mcrocker@ci.junction-city.or.us](mailto:mcrocker@ci.junction-city.or.us)

## Junction City Charter

### CHAPTER V: POWERS AND DUTIES OF OFFICERS

#### SECTION 26: MUNICIPAL JUDGE

1. If the council creates the office of municipal judge, the appointee shall hold, within the city at a place and times that the council specifies, a court known as the Municipal Court for the City of Junction City, Lane County, Oregon.
2. Except as this charter or city ordinance prescribes to the contrary, proceedings of the court shall conform to general laws of this state governing justices of the peace and justice courts.
3. All area within the city and, to the extent provided by state law, area outside the city is within the territorial jurisdiction of the court.
4. The municipal court has original jurisdiction over every offense that an ordinance of the city makes punishable. The court may enforce forfeitures and other penalties that such ordinances prescribe.
5. The municipal judge may:
  - a. Render judgments and, for enforcing them, impose sanctions on persons and property within the court's territorial jurisdiction;
  - b. Order the arrest of anyone accused of an offense against the city;
  - c. Commit to jail or admit to bail anyone accused of such an offense;
  - d. Issue and compel obedience to subpoenas;
  - e. Compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;
  - f. Penalize contempt of court;
  - g. Issue process necessary to effectuate judgments and orders of the court;
  - h. Issue search warrants;
  - i. Perform other judicial and quasi-judicial functions prescribed by ordinance; and
  - j. The mayor may appoint municipal judges pro tem for terms of office set by the judge and approved by the Mayor.
  - k. Notwithstanding this section, the council may transfer some or all of the functions of the municipal court to an appropriate state court.



# REQUEST FOR PROPOSALS

## CITY OF JUNCTION CITY

680 Greenwood Street  
Junction City, OR 97448  
Phone (541) 998-2153  
Fax (541) 998-3140

### **MUNICIPAL COURT JUDGE SERVICES Proposal Due Date: 5:00 p.m., August 11, 2017**

The City of Junction City invites proposals for contracted judicial services. Proposals are due to the City Recorder's Office by 5:00 p.m. on August 11, 2017. The City seeks the services of a Municipal Court Judge to perform the functions and duties specified in Chapter V, Section 26 of the Junction City Charter (see below), and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. The City presently has a municipal judge that has served in this capacity for nearly twenty years and is now retiring. Although, not necessarily required by Public Contracting Rule E-17, the City Council has decided it would be prudent and an exercise of due diligence on the part of the City to solicit proposals for judicial services.

For questions, contact the City Administrator, Jason Knope, by phone, 541-998-2153, or email, [jknope@ci.junction-city.or.us](mailto:jknope@ci.junction-city.or.us).

**Delivery:** Proposals may be mailed or hand-delivered to Jason Knope, City Administrator at the above address for the City of Junction City.

**Communications:** All communications should be directed to the City Administrator's Office, per the RFP's restrictions on communications and requests for additional information.

#### **1. Introduction**

For information about the City of Junction City, visit <http://www.junctioncityoregon.gov/>.

By Charter, the City of Junction City operates under the Council-Administrator form of government. The Council consists of a Mayor and six Council Members elected from the City at-large. The Mayor serves as the political head of the City and serves two-year terms. Council Members serve four-year terms. Additional officers of the City are the City Recorder, a City Administrator, and Municipal Judge. The Municipal Judge and the City Administrator are appointed and may be removed by the Mayor, with the consent of the majority of the Council.

#### **2. Court Staff**

The Court has a Court Clerk. The Court Clerk is assigned to the Finance Department. The Finance Director is responsible for the Court Clerk's evaluation, budget, and day-to-day supervision. The Municipal Judge is responsible for directing the Court Clerk's legal, court responsibilities. The Court Clerk assists the Municipal Judge with paperwork and necessary

orders. The Municipal Judge assists the Court Clerk with keeping apprised of changes in laws and procedures.

### **3. Judicial Duties**

Municipal Court duties are set by City Charter Section 26 (see below), but also include all normal duties of a municipal judge acting in that capacity for a municipal court. These duties include, but are not limited to, weekly arraignments, accepting pleas, and conducting sentences. The judge also issues warrants, such as bench warrants for criminal non-appearances, reviews probation reports and has probation violation hearings. The judge may also review court programs, court fines, court charges and court procedures, and issue court orders establishing the procedure and amount of fees, as needed.

Court meets once per week, every Thursday. The Municipal Judge conducts court trials on these regular court days. At present, most DUII cases are cited into Municipal Court. The Court also infrequently conducts jury trials on regular court days, as available, or on separate days, as needed.

The Judge may attend judicial conferences at his or her own expense.

### **4. Junction City Charter**

Chapter V Section 26 of the Junction City Charter provides:

(a) If the council creates the office of municipal judge, the appointee shall hold, within the city at a place and time that council specifies, a court known as the Municipal Court for the City of Junction City, Lane County, Oregon.

(b) Except as this charter or city ordinance prescribes to the contrary, proceedings of the court shall conform to general laws of this state governing justices of the peace and justice courts.

(c) All area within the city and, to the extent provided by state law, area outside the city is within the territorial jurisdiction of the court.

(d) The Municipal Court has original jurisdiction over every offense that an ordinance of the city makes punishable. The court may enforce forfeitures and other penalties that such ordinances prescribe.

(e) The Municipal Judge may:

(1) Render judgments and, for enforcing them, impose sanctions on persons and property within the court's territorial jurisdiction;

(2) Order the arrest of anyone accused of an offense against the City;

(3) Commit to jail or admit to bail anyone accused of such an offense;

(4) Issue and compel obedience to subpoenas;

(5) Compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;

(6) Penalize contempt of court;



(7) Issue process necessary to effectuate judgments and orders of the court;

(8) Issue search warrants;

(9) Perform other judicial and quasi-judicial functions prescribed by ordinance; and

(f) The Mayor may appoint municipal judges pro tem for terms of office set by the judge and approved by the Mayor.

(g) Notwithstanding this section, the council may transfer some or all of the functions of the municipal court to an appropriate state court.

### **5. Agreement Term**

The City anticipates a two-year agreement, with options for three one-year renewals. Renewal of the agreement will require mutual written agreement of both parties and Council reauthorization.

### **6. Schedule**

The following schedule is provided for informational purposes only, as it may be adjusted as needed, in City's sole discretion.

RFP Release Date: June 30, 2017

RFP Submission: August 11, 2017

Council Consideration: August 22, 2017

Anticipated Start Date: September, 2017

### **7. How to Respond**

Proposals must include the following items in the order set forth below and any additional information proposers deem relevant:

#### **A. Information to be included:**

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

Note: a resume may be attached.

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 for the court.

6. Provide a brief description of your philosophy as to the administration of 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.

Note: Additional questions concerning judicial philosophy, programs, and duties may be asked at the interview, if held. Additional information may be requested in order to conduct a background check.

B. Letters:

Provide two current letters of recommendation for this judicial position.

C. Compensation:

State the compensation proposer expects for performance of these services. The City reserves the right to negotiate compensation.

## 8. Evaluation and Selection

Evaluation Process. The following steps are anticipated:

Step 1: Receipt and review

- City Administrator or Administrator's designee minimum qualification review

Step 2: City Committee scoring of qualified written proposals

Step 3: Initial reference and information checks

Step 4: City Council and City Administrator interviews, if any

Proposals will be initially screened to ensure the following minimum qualifications are met:

- A. Minimum of three years of legal experience
- B. Member of the Oregon State Bar in good standing

A Selection Committee consisting of the Council or its designee will evaluate proposals submitted by proposers meeting the above minimum qualifications on the basis of the criteria set forth in Section 10 of this RFP. City reserves the right to request additional information and clarification of any information submitted. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the proposer's proposal.

The Selection Committee may recommend to the City Council all, some, or none of the proposers. The Selection Committee may recommend proposers for further interviews by the City. If the Committee or Council elects to conduct interviews, proposers may be interviewed and rescored based upon the same criteria or other criteria to be determined by the Selection Committee and/or City Council.

## 9. Evaluation Criteria

The Selection Committee and/or Council shall take the following factors into account when recommending potential interviewees and/or awarding the contract.

- A. Overall Experience, Background, and Qualifications.
- B. The ability to understand the legal requirements (ordinances)

of the City of Junction City and State criminal and traffic laws.

- C. The approach to the work outlined in the proposal and extent to which the proposal is thorough, original, comprehensive, and tailored to the needs of the City.
- D. The nature and extent of prior experience in performing legal services for general purpose local governments.
- E. Relevant expertise outside traditional municipal legal functions.
- F. Demonstrated skill in establishing and maintaining effective working relationships with subordinate, public and private officials, and the general public.
- G. Cost. Although a factor, cost may not be the dominant criteria. Cost may be of greater importance when all of the other evaluation criteria are substantially equal.
- H. Innovative approaches.

#### **10. Agreement**

Upon announcing a tentative awardee, City intends to complete any open terms in the agreement attached as Exhibit A (Agreement), and execute an Agreement in that form. Proposers shall identify any and all issues with the terms of this Agreement, if any, and suggest alternative provisions, as appropriate. Failure to raise issues within a submitted proposal evidences proposer's intent to be bound by all terms of the attached Agreement.

#### **11. Authority of City**

The City may request additional information from proposers at any time prior to award. The City reserves the right to select one, or more, or none of the respondents to provide the judicial services. Final approval of the selected respondent is subject to award and Agreement approval by the City of Junction City Council.

#### **12. Reserved Rights**

The City reserves the right to:

- Extend the deadline for proposal submittal;
- Reject any or all proposals not in compliance with all public procedures and requirements;
- Reject any proposal not meeting the specifications set forth herein;
- Waive any or all irregularities in proposals submitted;
- Reject all proposals;
- Negotiate services and cost within the scope of this RFP with the highest ranked Contractor. In the event City is unable to negotiate an agreement with the highest ranked Contractor, to commence agreement negotiations with the next highest ranked Contractor and to continue this process until the Agreement is executed;
- Cancel this RFP at any time, for any reason;
- Award any or all parts of any proposal; and
- Request references and other data to determine responsiveness.



# MUNICIPAL JUDGE AGREEMENT

BASED UPON the proposals submitted in response to the solicitation for a Municipal Court Judge to provide judicial services issued by the City of Junction City (City), City and \_\_\_\_\_ (Contractor) hereby enter into an agreement for the provision of personal services in accordance with Contractor's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- Exhibit A – Request for Proposals
- Exhibit B – Contractor Proposal
- Exhibit C – Oregon Public Contracting Requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, C, and then B, in that order.

1. Term. This Agreement, unless otherwise terminated in accordance with Section 8.8, below, will be valid for a term of two years to commence upon \_\_\_\_\_. This Agreement may be renewed up to three times for one-year renewals upon the terms set forth herein or upon any other terms mutually acceptable to both parties and agreed to in writing.
2. Contractor's Duties. The City contracts with Contractor to perform all functions and duties specified in Section 26 of the City Charter and to perform such other legally permissible and proper duties and functions as the position of Municipal Judge may require. Contractor agrees to carry out the duties in a timely, consistent, and impartial manner. These duties shall include, but are not limited to:
  - 2.1 Oversee Municipal Court judicial functions, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
  - 2.2 Preside over criminal, traffic, parking cases, arraignments, trials, and hearings and set forth the courtroom calendar.
  - 2.3 Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule.
  - 2.4 Review annually data gathered by the City regarding cases generated within the City jurisdiction which are being filed in Municipal and Circuit Courts with the goal of making recommendations to increase the efficiency and effectiveness of the system for the benefit of City residents.

- 2.5 Prepare an annual report concerning Municipal Court operations and present that report to the Council.
- 2.6 Annually review and recommend changes to the City Code which relate to Municipal Court.
- 2.7 Make recommendations to the City to improve the financial or other operating conditions of the Court.
3. Appointment and Supervision. Pursuant to the City Charter, Chapter III, Section 12, the Mayor appoints and supervises the Municipal Judge, except with respect to the exercise of judicial functions. The Council informs the Mayor's supervisory role. The Municipal Judge is appointed and may be removed by the Mayor, with the consent of the majority of the City Council. The Municipal Judge shall coordinate with the City Administrator regarding any and all administrative functions of the Municipal Court.
4. Pro Tem Services. While it is agreed that Contractor shall personally serve as Municipal Judge and be available to fill the duties of that office generally not less than eighty percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the employment of pro tem municipal judges. It is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when the Contractor must be absent. Therefore:
- 4.1 As soon as reasonably possible after the start of this contract, and by January 1 of each year thereafter that it remains in effect, Contractor shall submit to the Mayor the names of those persons he or she wishes to nominate as pro tem judges for the year (or lesser time, for the first year of the contract). These persons shall be members of the Oregon State Bar, in good standing, and satisfactory to the Mayor. Upon receiving the list, the Mayor at its next available opportunity shall review the list of nominees and either authorize or deny their appointment by the Contractor as pro tem municipal judges, for terms as set by the judge. See Charter, Section 26(5)(j). Any pro tem municipal judge shall also be an independent contractor and not an employee of the City and shall exercise the same functions, duties, powers and responsibilities as assumed by Contractor in this Agreement.
- 4.2 Contractor shall be responsible to compensate all pro tem municipal judges at his/her own expense and upon such terms as they may agree.
- 4.3 Contractor shall make a reasonable effort to maintain a pool of at least two pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the pool to maintain their familiarity with Municipal Court procedures should their services be necessary.

- 4.4 Contractor shall instruct all pro tem municipal judges in City procedures and customary sentences in order to promote uniformity to the extent reasonably possible.
5. Compensation.
- 5.1 Compensation will be paid at the rate of \_\_\_\_\_ per \_\_\_\_\_ up to a maximum not to exceed amount for the Agreement of \$\_\_\_\_\_.
- 5.2. Invoicing. On or before the \_\_\_\_\_ day of each month, Contractor will provide an invoice to the City for actual services provided during the prior month, and calculated in accordance with Section 5.1 above. Upon request, Contractor will provide the City with supporting documents and records supporting the invoiced services. Payment will be made within thirty (30) days of receipt of the invoice for the prior month of services rendered.
- 5.3 Payments. City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal, Internal Revenue Service, and state of Oregon Department of Revenue regulations.
6. Dues, Subscriptions and Professional Development. Contractor shall maintain membership in the Oregon Municipal Judges Association at Contractor's expense. The City encourages Contractor to participate in national, regional, state, and local associations and organizations necessary and desirable for continued professional growth and development as Municipal Judge at Contractor's expense.
7. Access to Records. Contractor shall maintain, and City and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts of a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.
8. Miscellaneous Provisions.
- 8.1 Modification or Amendment. No amendment to this Agreement shall be valid, unless in writing and signed by the parties.
- 8.2 Independent Contractor Status. Contractor is an independent contractor and acknowledges that he/she is responsible for all state and federal taxes related to payments made pursuant to this Agreement.

- 8.2.1 The City shall have no right or responsibility to control or influence the manner in which the Contractor carries out judicial responsibilities.
- 8.2.2 Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
- 8.2.3 Contractor is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- 8.2.4 City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 8.2.5 All employees of Contractor who may work under this agreement are subject employees under Oregon's workers' compensation law, and Contractor agrees to comply fully with that law.
- 8.3 Insurance. Contractor shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, which shall protect the Contractor from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:
- 8.3.1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000.
- 8.3.2. Statutory workers' compensation and employer's liability insurance for the State of Oregon.
- 8.3.3 Professional liability insurance in an amount no less than \$2,000,000.
- 8.4 No Continuing Waiver. The waiver of either party of any breach of this Agreement shall not operate nor be construed to be a waiver of any subsequent breach.



- 8.5 Indemnification. Contractor agrees to defend, indemnify and hold City harmless from and against all claims and demands for loss or damage arising out of or in any way connected with the Contractor, its employees, officers or agents, intentional or negligent acts, errors or omissions in the performance of this contract.
- 8.6 Subcontracts and Assignment. Contractor shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contract hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- 8.7 Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.
- 8.8 Termination. Regardless of the term described elsewhere in this Agreement, the Mayor, with the consent of the Council, has the power to remove Contractor from office, with or without cause. (See, Section 3). Contractor may terminate this Agreement upon 30 days' prior written notice to the other party provided in accordance with the Notice provision in Section 8.11, below. In the event of a termination by either party or as a result of non-renewal of the Agreement, no rights, responsibilities, compensation, or other benefits shall extend beyond the term of this Agreement and nothing herein shall be deemed to vest in Contractor any property interest in the duties, responsibilities, or compensation provided in the Agreement or any right to its continuation.
- 8.9 Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, Contractor shall continue to perform work under this Agreement pending resolution of the dispute, and City shall make payments as required by this Agreement for undisputed portions of work.

- 8.10 Attorney Fees. If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.
- 8.11 Notice. Any notice provided pursuant to the terms of this Agreement may be hand-delivered or sent via first-class mail, and will be deemed given immediately, if hand-delivered, and three days after the date of mailing, if sent via first-class mail. Notices shall be addressed to the parties at the addresses provided below, or as updated by the parties from time to time.
- 8.12 Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon.
- 8.13 ORS Chapter 279B. The requirements contained in ORS Chapter 279B, applicable to Public Service Contracts, are incorporated in this Agreement, and attached as Exhibit C.
- 8.14 Severability. If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

8.15 Entire Agreement. This agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder. This agreement may not be altered except in writing signed by both parties.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY:

City of Junction City  
680 Greenwood  
PO Box 250  
Junction City, OR 97448

CONTRACTOR:

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

Its: Mayor \_\_\_\_\_

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

\_\_\_\_\_

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# FINANCE JUDICIARY COMMITTEE MEETING

## AGENDA FORECASTER

February 1, 2024

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# CURRENT BUSINESS ITEMS – FEBRUARY 1, 2024

## Current Business Items – February 1, 2024

**Item** Judge Contract RFP  
**Requested By** Mike Crocker, Finance Director  
**Date Last at Committee** New Item  
**Current Agenda Item Number** 4

**Item Description**

Draft RFP for the Judicial Services contract. The contract has expired and was last put out for bid in 2017.

**Current Status/Update:** New Item

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**Item** Upcoming Contracts for Review  
**Requested By** Mike Crocker, Finance Director  
**Date Last at Committee** New Item  
**Current Agenda Item Number** 5

**Item Description**

Review of upcoming contracts to be reviewed by the Committee.

**Current Status/Update:** New Item

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# PENDING BUSINESS ITEMS

## Pending Business Items

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Item

None

Requested By

Staff Contact

Date Last at Committee

Item Description

Current Status/Update

---



# FUTURE BUSINESS ITEMS

## Future Business Items

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**Item**

RLF Fund Discussion

**Requested By**

Finance Committee Chair Leach

**Item Description**

Discussion with RLF Committee Member McDaniel. Continuing discussion about the purpose of the fund and potential uses. This is a continuing discussion from the November 4, 2021 Committee meeting.

---

**Item**

Review of City Retention Schedule

**Requested By**

Kitty Vodrup, City Recorder

**Item Description**

Review and discussion of the City's Record Retention Schedule.

---

**Item**

Health Benefits Contracts Fiscal Policy

**Requested By**

Mike Crocker, Finance Director

**Item Description**

Policy to reflect Council's direction to Staff for staff health benefits contracts. (January or February)

---

**Item**

Training Fee Code Update

**Requested By**

Mike Crocker, Finance Director

**Item Description**

Forwarded by the Court to update City Code.

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# FUTURE BUSINESS ITEMS

**Item**

Telecom Ordinance

**Requested By**

Jason Knope, City Administrator

**Item Description**

Updated telecom ordinance (November)

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**Item**

Insurance Agent Request for Proposals

**Requested By**

Finance Judiciary Committee

**Item Description**

At the April 6, 2023 Finance Judiciary Committee, the Committee directed staff to move forward with an RFP for Insurance Agent services.

---

**Item**

2023 Master Fee Schedule

**Requested By**

Finance Director Crocker

**Item Description**

Annual update to the City's Master Fee Schedule

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# 2024 COMMITTEE MEETING CALENDAR

2024 Committee Meeting Calendar

Regular Meeting

## Meeting Calendar 2024

January	February	March																																																																																																																																																										
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