

# CITY OF JUNCTION CITY

680 GREENWOOD • P. O. BOX 250  
JUNCTION CITY, OREGON 97448-0250  
TELEPHONE 998-2153 • FAX 998-3140

## REQUEST FOR PROPOSALS

### CITY PROSECUTOR

**DATE DUE:** October 7, 2020

**TIME DUE:** 5:00 pm local time

Envelope(s) shall be sealed and marked "RFP: City Prosecutor Services."  
Respondents must submit one (1) original and ten (10) complete copies of their proposal.

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#### **RFP AND RELATED QUESTIONS:**

Mike Crocker, Finance Director  
City of Junction City  
680 Greenwood  
Junction City, OR 97448  
Phone: (541) 998-2153  
Fax: (541) 998-3140  
Email: [mcrocker@ci.junction-city.or.us](mailto:mcrocker@ci.junction-city.or.us)

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#### **SUBMIT PROPOSAL TO:**

Mike Crocker, Finance Director  
City of Junction City  
680 Greenwood Street  
P.O. Box 250  
Junction, Oregon 97448

**PUBLIC NOTICE**

**Request for Proposal  
Prosecuting Attorney**

Pursuant to City Public Contracting Rule (City Rule) E-17, the City of Junction City (City) is requesting proposals from individual attorneys licensed in Oregon and/or Oregon firms to serve as the City's Municipal Court City Prosecutor. The full Request for Proposals may be obtained from the City's website at [www.junctioncityoregon.gov](http://www.junctioncityoregon.gov), in person at the City at 680 Greenwood Street, Junction City, Oregon, or by contacting:

Name: Mike Crocker,  
Title: Finance Director  
680 Greenwood Street  
P.O. Box 250  
Junction City, OR 97448  
Telephone: (541) 998-2153  
Email: [mcrocker@ci.junction-city.or.us](mailto:mcrocker@ci.junction-city.or.us)

Proposals will be received by the City until 5 p.m., October 7<sup>th</sup>, 2020. Responses received after this time will be rejected as non-responsive. Proposers shall submit Proposals to Mike Crocker, Finance Director at the address listed above in a sealed opaque envelope and plainly marked "**RFP: City Prosecutor Services.**" Faxed and emailed Proposals will be rejected as non-responsive.

PUBLISHED:

DATE: September 1<sup>st</sup>, 2020

## **SECTION A** **INTRODUCTION**

The City wishes to contract for prosecutorial services effective December 7<sup>th</sup>, 2020. Pursuant to JCMC 2.28.010.B, Additional City Officers, the Council established the City Prosecutor as a Council appointee. The City is interested in establishing an ongoing relationship with a prosecutor to ensure high quality, necessary, responsive, timely and cost-efficient legal services for the City's Municipal Court. The City is seeking an attorney that can establish, then maintain successful, communication and coordination with the Municipal Court Judge, Municipal Court Clerk, City Officials, City Employees, the Police Department, and the Public. Individual attorneys and/or firms are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required. The City plans to award to the highest ranked proposer selected from among those teams submitting responsive Proposals.

To illustrate the potential workload, in fiscal year 18/19, a total of 280 misdemeanor cases were filed. The Police Department employs 9 full time police officers. Personnel changes in the Police Department may impact the future Court caseload.

Municipal Court (Court) is held each Thursday, beginning at 8 AM, with the exception of those Thursdays that are holidays and the 5<sup>th</sup> Thursday of each month.

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

## **SECTION B** **HOW TO APPLY**

Proposals may be hand mailed to:

Mike Crocker, Finance Director, City of Junction City  
680 Greenwood  
P.O. Box 250  
Junction City, OR 97448

Alternatively, proposals may be delivered to the Office of the Finance Director, 680 Greenwood, Junction City, Oregon, 97448, in an envelope addressed to Mike Crocker, Finance Director, Attention: City Prosecutor Proposal. Faxed and email proposals will be rejected as non-responsive. **The deadline for submission of proposals is 5:00 p.m., October 7<sup>th</sup>, 2020.**

## **SECTION C** **COURT STAFF**

A full time Court Clerk is employed who coordinates the court schedule, maintains appropriate documentation for the court of record, completes court orders, monitors probation compliance and monitors and process payments of court fines.

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.

#### **SECTION D** **COMPENSATION**

The City and any attorney selected for these services will enter into a professional services agreement in the form attached as Exhibit A, which will address compensation, standard conditions to an Oregon City's personal services agreement. The Prosecuting Attorney will not be included in any public employee pension system and is not provided medical or other benefits. Proposals must clearly set forth the fees or fee structure (e.g., hourly rate, monthly retainer, per-case fee) to be charged for the proposed services. Also, please describe in your proposal if you are willing to enter a fixed fee agreement, flat rate retainer, or some combination thereof.

#### **SECTION E** **SCOPE OF WORK**

The Prosecuting Attorney shall:

1. Review and prosecute cases on behalf of the City. Appear in Court for criminal proceedings, and traffic and code enforcement proceedings when required. Negotiate case dispositions as appropriate.
2. Be responsible for all aspects of prosecution including: investigation, arraignments, pre-trial hearings and motions, bench and/or jury trials, sentencing, review hearings and appeals.
3. Follow cases through sentencing procedures and non-compliance post sentencing matters.
4. Conduct legal research; prepare legal memoranda, provide advice, training and assistance to the Police/Code Enforcement/Municipal Court Departments in all criminal matters, including statutory interpretation, enforcement issues, case decisions, and issues and concerns related to a wide range of other topics. Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts.
5. Prepare cases for prosecution including: contacting the Police/Code Enforcement Department, witnesses, victims and defense attorneys.
6. Communicate with the officers prior to a trial to discuss strategy, case challenges and testimony.
7. If a case does not go to trial the Prosecuting Attorney shall provide a detailed memo to the Court and Police indicating the reasons a case will not be prosecuted.
8. After a case trial, communicate with the officer/ Police/Code Enforcement Department regarding the outcome of the case, providing details of the verdict or plea agreement.

9. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
10. Be available to the law enforcement department via email, phone or office visits (returning phone calls and/or emails within 24 hours) for questions and guidance regarding criminal law, vehicle code and search and seizure.
11. Communicate with the Police Chief or Police Sergeants when concerns or deficiencies are recognized in police reports or court room testimony.
12. Review complaints and draft orders, agreements, and other legal documents. Also provide oral and written opinions on these matters as required.
13. Provide all discovery materials to Defense Attorneys and/or defendants.
14. Assist in the development of legislative and administrative policies.
15. Provide all equipment and supplies reasonably necessary to perform services and will perform services in a professional manner.
16. The Prosecuting Attorney will not subcontract any services and will personally perform all services except as provided in the Professional Services Agreement.

## **SECTION F**

### **MINIMUM REQUIREMENTS**

Proposers must:

1. Be licensed to practice law in the State of Oregon with no pending or unresolved disciplinary matters. A period of five (3) years preceding the proposed appointment is preferred (A copy of the license shall be included with your proposal).
2. Have a minimum of five (3) years of prosecutorial or criminal defense experience, with a proficient understanding of Oregon and Federal case law, Oregon Criminal law, Oregon Vehicle Code, the City of Junction City Municipal Code, and search and seizure requirements.
3. Have a Juris Doctorate (J.D.) degree from a law school accredited by the American Bar Association.
4. List past and present municipal or government authorities represented.
5. Provide six (5) professional references with preferred contact information.
6. Maintain a bona fide principal office in the State of Oregon.
7. Maintain full professional liability coverage as directed by the Oregon State Bar and general liability insurance, as required by City of Junction City policies, throughout the duration of time served and shall furnish a certificate evidencing the dates, amounts and types of insurance.

**SECTION G**  
**AGREEMENT TERM**

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

**SECTION H**  
**INSTRUCTIONS**

1. A proposal should:
  - a. Include a cover letter and resume outlining Proposer's credentials, experience, and contact information (including physical address).
  - b. Include the name and summary of experience of those who would provide legal support services.
  - c. Explain how you or your firm propose to provide City Prosecutor services to the City. Address issues such as office location; accessibility to the Municipal Judge, City staff including Court Clerk and Police Department staff; Court attendance and occasional other meetings; services, if any, that you would expect to receive from the City; and if a firm, how you propose to manage the firm's provision of services to the City. For example, would there be a lead attorney and, if so, who would that attorney be and how would other attorneys be involved. Describe any work, whether by subject area or nature of work, which would not be covered by your compensation proposal.
  - d. Provide the following work examples:
    - Two or more memos and letters explaining, interpreting, or applying the law to a client (preferably municipal or public entity;
    - Police Department trainings created or given; and
    - Description of experience incorporating technology including cloud services into interactions with the Court, other Counsel and the Police Department.
  - e. Include an outline of the proposed compensation structure for those services described in the scope of work.
  - f. Include a copy of Proposer's license from the Oregon State Bar and a "Certificate of Good Standing" or other similar evidence that the professional's license is not presently suspended or revoked. Also include a copy of degree.
  - g. Identify a competent substitute for backup in the event you are unavailable.
  - h. Provide two current, directly-related references.

2. Submit all materials in one proposal package.
3. Proposals must be received by 5:00 P.M., Wednesday, October 7<sup>th</sup>, 2020. At the City's discretion, proposals submitted after the due date and time may be considered.
4. Please identify with specificity any portion of your proposal which you are submitting in confidence, as the City will strive to maintain confidentiality of those portions, consistent with the provisions of the Oregon Public Records Act. In addition, please identify with specificity any existing and prospective employers and/or clients which you do not want the City to contact with respect to this RFP.

## **SECTION I**

### **EVALUATION CRITERIA**

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

1. Overall Experience, Background, and Qualifications.
2. The ability to understand the legal requirements (ordinances) of the City of Junction City and state criminal and traffic laws.
3. 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.
4. The nature and extent of prior experience in performing prosecution services for general purpose local governments.
5. Relevant expertise outside traditional municipal legal functions.
6. Demonstrated skill in and professional reputation for establishing and maintaining effective working relationships with municipal judge, defense attorneys, court staff, police department staff, City Administrator, department heads, the general public and media.
7. Range of services offered and available support staff.
8. Demonstration of workload capacity commensurate with the level of service required by the City.
9. Demonstration of sound judgment, integrity, and reliability as determined by the references provided.
10. 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.
11. Innovative approaches.

## **SECTION J** **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.

## **SECTION K** **RESERVED RIGHTS**

The City reserves the right to:

- Seek clarifications of each proposal submitted or require other information, including evidence of technical, managerial, financial or other abilities prior to selection;
- Request references and other data to determine responsiveness;
- Extend the deadline for proposal submittal;
- Reject any or all proposals not in compliance with all public procedures, requirements, or 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 Proposer. In the event City is unable to negotiate an agreement with the highest ranked Proposer, to commence agreement negotiations with the next highest ranked Proposer 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 the scope of work to one or more Proposers;
- Request references and other data to determine responsiveness; and
- Conduct interviews with one or more Proposers.

Proposers are responsible for all costs associated with preparing Proposals in response to this RFP.

## **SECTION L** **PROCESS**

The City shall review all responsive proposals and may select one or more finalists for interviews. The successful attorney(s) or firm(s) will be the ones that, in the judgment of the City, best demonstrates its ability to cover the broadest range of prosecution services in the most cost-effective manner. Upon completion of the evaluation process, City will advise Proposers of the selection and negotiate the final agreement(s). The City shall negotiate a final contract that is in the best interest of the City, in the form attached. Awardee's proposal will become a part of the agreement. The City Prosecutor will be appointed by and serve at the pleasure of the City Council, per the attached contract terms. Once a tentative agreement is prepared, it will be presented to the City Council to appoint a City Prosecutor and award the personal services contract.

The City anticipates the following timetable for the solicitation and award process. The City reserves the right to modify this process at any time, in its sole discretion:

Deadline for Receipt of Proposals	October 7 <sup>th</sup> , 2020 @ 5:00 p.m.
City review and interviews, if any	October 21 <sup>st</sup> , 2020
City Administrator agreement negotiation	October 22 <sup>nd</sup> - 28 <sup>th</sup> , 2020
City Council Prosecutor Appointment and award of personal services contract	November 10 <sup>th</sup> , 2020
Begin City Prosecutor Services	On or near December 7 <sup>th</sup> , 2020

**SECTION M**  
**INQUIRIES**

All inquiries regarding this Request for Proposals should be directed by e-mail to Mike Crocker, Finance Director, at: [mcrocker@ci.junction-city.or.us](mailto:mcrocker@ci.junction-city.or.us).

**Attachments:**

Exhibit A – Personal Service Contract For Prosecution Services.

## Exhibit A

### PERSONAL SERVICE CONTRACT for Prosecution Services

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Junction City, a municipality of the State of Oregon, hereinafter called City, and \_\_\_\_\_, hereinafter called Prosecutor.

WHEREAS, City has need for the services of an individual with particular training, ability, knowledge, and experience possessed by Prosecutor.

NOW THEREFORE, the parties agree as follows:

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

Exhibit A – Scope of Work

Exhibit B – Prosecutor Proposal

Exhibit C – Oregon Public Contracting Requirements for Personal Service Contracts

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

#### **PROSECUTOR'S OBLIGATIONS**

1. Term. The term of this Agreement shall extend from \_\_\_\_\_, 20\_\_, to \_\_\_\_\_, 20\_\_, unless terminated per Section 15 or extended for up to \_\_\_\_ additional one-year terms by City, in writing.

2. Scope of Project.

A. Generally, Prosecutor agrees to perform the following personal services:

(1) Attend all sessions of Municipal Court, currently held each Thursday, all beginning at 9:15 a.m., with trials as scheduled, all beginning at 11:00 a.m.;

(2) Prosecute all Municipal Court traffic offenses and violations (including minor misdemeanors converted to violations) in which defendants have legal counsel; misdemeanor offenses and cases, including jury and non-jury trials, plea negotiations and diversion agreements;

(3) Evaluate all criminal cases coming before the court, prior to initial arraignment, for the purpose of preparing and negotiating plea offers for presentation to defendants or their attorney either prior to or at arraignment.

(4) Assist the Police Department in preparing search warrant requests and arrests.

(5) Perform annual training for the police department regarding legal updates, requirements and changes in protocol.

B. Specifically, the Prosecutor shall complete the Scope of Work, as described in the City's Request for Proposals and the Prosecutor's Proposal for City Prosecutor Services, dated \_\_\_\_\_, both attached hereto and incorporated by reference as if fully set forth herein, as Exhibits A and B, respectively.

3. Compensation. The Prosecutor shall complete the above Scope of Work for the total annual retainer fee of \$\_\_\_\_\_. Payments shall be paid by the City to Prosecutor monthly, in 12 equal payments of \$\_\_\_\_\_.

4. Independent Contractor. Prosecutor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment. Prosecutor is not currently employed by City, and will not be under the direct control of City.

Prosecutor will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

5. Annual Review. The City Council and Prosecutor shall meet annually to review the prior year's services, which may include City legal issues, Council policies and goals, or any other Council directed matter.

6. PERS. Prosecutor 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.

7. Federal Funds. If this payment is to be charged against federal funds, Prosecutor certifies that he is not currently employed by the federal government and the amount charged does not exceed his normal charge for the type of service provided.

8. Compliance with Laws. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit C, attached hereto and incorporated herein by this reference.

9. Insurance. Prosecutor shall maintain during the life of this Agreement and provide certification of the following minimum public liability and property damage insurance, naming City as an additional insured, which shall protect City and Prosecutor 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:

A. 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.

B. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

C. Professional liability insurance with limits of not less than \$2,000,000.

Insurance policies shall not be canceled or terminated without 30-days prior written notice to the City.

10. Access to Records. The Prosecutor shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Prosecutor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of \_\_\_\_ years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

11. Subcontracts and Assignment. Prosecutor 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 Prosecutor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contract hereunder. The Prosecutor agrees that if subcontractors are employed in the performance of this Agreement, the Prosecutor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

12. Corrections. The Prosecutor shall perform such additional work as may be necessary to correct errors or work not meeting the standards of other professionals performing the same or similar work at the time of service without undue delay and without additional cost.

### **CITY'S OBLIGATIONS**

13. Payment. City shall pay Prosecutor the sum of \$\_\_\_\_\_ in equal monthly installments, made upon Prosecutor's submission of monthly invoices, and satisfactory performance made in accordance with the scope of work.

14. Reporting. City shall report the total amount of all payments to Prosecutor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

### **GENERAL PROVISIONS**

15. Termination. City may terminate this contract at any time, with or without cause, upon 30 days written notice to Prosecutor. Payment due upon termination will be a pro rata portion of the retainer fee, reflecting completion to date.

16. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of District, 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, the Prosecutor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

17. Indemnification. The parties mutually agree, to the fullest extent permitted by law, to indemnify and hold the other harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the

indemnifying party's, its employees, officers or agents, intentional or negligent acts, errors or omissions in the performance of this contract.

18. Attorney Fees. If either party commences any arbitration, 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.

19. Applicable Law. This agreement shall be construed in accordance with Oregon law.

20. 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.

21. Entire Agreement. This agreement represents the entire understanding of City and Prosecutor 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.

\_\_\_\_\_:

CITY OF JUNCTION CITY:

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: P.O. Box 250

680 Greenwood Street

Junction City, OR 97448

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID # \_\_\_\_\_