

## NOTICE

### REQUEST FOR PROPOSALS

#### **Municipal Court Judge**

Notice is hereby given that the City of Junction City is requesting proposals until no later than October 1, 2024 (Closing), at City Hall, 185 W 8<sup>th</sup> Ave, PO Box 250, Junction City, OR 97448 for the position of Municipal Court Judge and awarding a personal services contract. No proposals will be received after Closing. Electronically transmitted proposals (including faxed and emailed proposals) will not be opened and will be rejected as nonresponsive.

The Request for Proposal, including contract terms, conditions and specifications, may be obtained by contacting Jason Knope at [jknope@ci.junction-city.or.us](mailto:jknope@ci.junction-city.or.us) or 541-998-2153 and shall be available for review at the above address beginning August 15, 2024, until Closing. Proposals must be hand delivered or mailed to Jason Knope at the above address.

## REQUEST FOR PROPOSALS

### CITY OF JUNCTION CITY

185 W 8<sup>th</sup> Ave  
Junction City, OR 97448  
Phone (541) 998-2153  
Fax (541) 998-3140

The City of Junction City (“City”) is soliciting proposals for contracted judicial services. 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. 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).

**Deadline: Proposals are due to the City Recorder’s Office by 5:00 p.m. on October 1, 2024.**

**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. Pursuant to Section 2 of the Municipal Judge Agreement, attached as Exhibit A, additional services include annual reports to the City Council and evaluations of the Municipal Code.

Court meets twice per month, on the second and fourth Thursday of each month. 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. In addition, the Judge may be asked to consult with department heads, 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: August 15, 2024

Proposals Due: October 1, 2024

Council Consideration: October 22, 2024

Anticipated Start Date: December 2024

## **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 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 9 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;
- Request any additional information that the City deems reasonably necessary to allow the City to evaluate, rank, and select a qualified proposal;
- Reject all proposals;
- Negotiate services and cost within the scope of this RFP with the highest ranked Proposer who will best serve the City’s interests. 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;

- Negotiate a final contract that is in the best interests of the City and the public, notwithstanding the attached Agreement, to the extent changes are desirable in City's sole discretion;
- 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.

### **13. Appendices**

Appendix A – Professional Services Agreement for Municipal Court Judge

**Junction City is an Equal  
Opportunity/Affirmative Action Employer  
Women, Minorities and Disabled Persons  
are encouraged to apply**

THIS RFP IS NOT AN IMPLIED CONTRACT AND MAY BE  
MODIFIED OR REVOKED WITHOUT NOTICE.

# PERSONAL SERVICES AGREEMENT MUNICIPAL COURT JUDGE

This PERSONAL SERVICES AGREEMENT (Agreement) to provide municipal court judge services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Junction City (City), and \_\_\_\_\_ (Contractor).

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

Exhibit A – Scope of Services

Exhibit B – Oregon Public Contracting Requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits B, then A, 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 December 1, 2024. This Agreement may be renewed for up to three additional one-year terms, 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 Chapter V, 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. In addition to the services outlined under Exhibit A, Scope of Services, the Contractor's 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 Make recommendations to the City to improve the financial or other operating conditions of the Court.

2.8 Perform all duties and services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed.

3. Appointment and Supervision. Pursuant to the City Charter, Chapter III, Section 12, the Mayor appoints and may remove the Municipal Judge, with the consent of a majority of the Council. The Mayor also supervises the Municipal Judge, except with respect to the exercise of judicial functions. The Council informs the Mayor's supervisory role. Contractor shall coordinate any and all administrative functions of the Municipal Court with the City Administrator.

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, 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 their 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 will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date. 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. 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 B.
- 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 \_\_\_\_\_, 2024.

CITY:

CONTRACTOR:

City of Junction City  
185 W 8<sup>th</sup> Ave  
PO Box 250  
Junction City, OR 97448

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

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

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

\_\_\_\_\_

## **Exhibit A Scope of Services**

Contractor is retained for the purpose of serving as the City Municipal Court Judge. The services and duties to be performed under this Agreement include the following:

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.

*Duties from Section 2*

2. Contractor's Duties. The City contracts with Contractor to perform all functions and duties specified in Chapter V, 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. In addition to the services outlined under Exhibit A, Scope of Services, the Contractor's 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 Make recommendations to the City to improve the financial or other operating conditions of the Court.
  - 2.8 Perform all duties and services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed.



## EXHIBIT B

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting

a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.