

# **CITY OF MOLALLA**

## **REQUEST FOR PROPOSAL MUNICIPAL COURT JUDGE**

**RFP#2021-01**



**Proposal Due Date: April 30, 2021**

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## SECTION 1 – INTRODUCTION

The City of Molalla will receive sealed Proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City until April 30, 2021 at 4:00pm, at Molalla City Hall, located at 117 N. Molalla Ave., Molalla, Oregon 97038. Interested parties are invited to submit a Proposal outlining their experience and qualifications in performing work directly related to the services required as detailed in the Request for Proposal (RFP) packet.

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

No Proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) Proposals will be accepted. Any Proposal submitted after the stated due date and time will not be accepted. Any Proposal received after the closing time will be returned to the submitting Proposer unopened after a contract has been awarded for the required services.

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

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

## SECTION 2 - PROPOSER'S SPECIAL INSTRUCTIONS

### 2.1 Proposed Timeline

Action	Location	Date	Time
Request for Proposal Advertisement	City Hall, City Website, Other	March 29, 2021	N/A
Proposals Due	Molalla City Hall – City Recorder 117 N. Molalla Avenue, Molalla	April 30, 2021	4:00pm
Review of Proposals by Selection Committee	Molalla City Hall 117 N. Molalla Avenue, Molalla	TBD	
Proposant Interviews with Council	Molalla Adult Community Center 315 Kennel Avenue, Molalla	May 26, 2021	6:00pm
Council Approval of Proposant	Molalla Adult Community Center 315 Kennel Avenue, Molalla	May 26, 2021	7:00pm
Notice of Intent to Award Contract	Molalla City Hall – City Manager 117 N. Molalla Avenue, Molalla	May 27, 2021	
Proposal Challenge Period Expires	Molalla City Hall – City Recorder 117 N. Molalla Avenue, Molalla	June 10, 2021	4:00pm
Award of Contract by City Council	Molalla Adult Community Center 315 Kennel Avenue, Molalla	June 23, 2021	7:00pm
Commencement of Services	Molalla City Hall – City Manager 117 N. Molalla Avenue, Molalla	June 24, 2021	

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

## **2.2 General**

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

## **2.3 Proposal Submittal**

The Proposal and all amendments must be signed and submitted, in PDF form, no later than April 30, 2021 by 4:00 p.m., to the address below. Proposals must be submitted with five (5) hardcopies, one (1) being original, in a sealed envelope and designated with Proposal title. To assure that your Proposal receives priority treatment, please mark as follows.

### **Municipal Court Judge Proposal**

Due: April 30, 2021

City of Molalla– City Hall

Attn: City Recorder, Christie DeSantis

117 N. Molalla Ave.

PO Box 248

Molalla, OR 97038

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that Proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any Proposals submitted incorrectly. Late Proposals, late modification or late withdrawals shall not be considered or accepted after the stated bid opening date and time and shall be returned unopened, once the process is complete. Facsimile and electronic (email) Proposals will be accepted. Proposers should consult the City's website regularly until the Proposal due date to assure that they have not missed any addendum announcements. By submitting a Proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

## **2.4 Protest Scope of Work or Work Terms**

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

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

### **RFP Specification/Term Protest**

City of Molalla

Attn: City Recorder, Christie DeSantis

117 N. Molalla Ave.

PO Box 248

Molalla, OR 97038

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

## **2.5 Proposal Submission and Signing**

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

## **2.6 Cost of Preparing a Proposal**

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

## **2.7 Interpretations and Addenda**

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

## **2.8 City's Project Manager**

The City's Project Manager for this work will be City Recorder, Christie DeSantis, who can be reached by phone at 503-829-6855 or email at recorder@cityofmolalla.com.

## **2.9 Proposal Validity Period**

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

## **2.10 Form of Contract**

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

## **2.11 Term of Contract**

The term of the contract shall commence following approval by City Council and run continuously for two (2) years. Contract can be renewed for an additional two (2) years by City Council approval.

## **2.12 Termination**

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

## **2.14 Non-Collusion**

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

## **2.15 Public Record**

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

## **2.16 Employment Relationship**

The Municipal Judge is considered an independent contractor, and as an independent contractor, is responsible for all subcontractors, and agents performing any portions of the duties. The Judge will not be considered an employee of the City of Molalla therefore will not be eligible to receive any benefits, vacation, or sick leave. The applicant will be subject to a criminal background check as well as other background checks.

**SECTION 3**  
**3.1 Background**

The Municipal Court is established by City Charter, the Municipal Court Judge is appointed by the Molalla City Council.

The Court provides a local forum for the resolution of City Municipal Code violations, Oregon motor vehicle law violations, and misdemeanor crimes occurring in Molalla as cited/investigated by the Molalla Police Department and Molalla Code Enforcement.

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

Court sessions are currently held in the evening, weekly on Tuesdays. Inclusion of one (1) day court, will be a possibility. The Court uses pretrial conferences as a tool in adjudicating cases more efficiently. The Court also uses deferred sentencing and diversion agreements, when appropriate. This Court is not a court of record and operates primarily using paper files and an electronic case management software program. You may be asked to give your professional opinion and thoughts on changes which may/may not include the City not pursuing City Municipal Code violations, Oregon motor vehicle law violations, establishment of acquiring DUII cases, and misdemeanor criminal code violations in Molalla as cited/investigated by the Molalla Police Department and Molalla Code Enforcement.

Municipal Court staffing currently is composed of:

- A contract Municipal Judge that provides services to support Court operations.
- A full-time Municipal Court Clerk assigned to Court that coordinates the Court schedule, maintains appropriate documentation for a Court, completes Court orders, monitors probation compliance and monitors and process payments of Court fines.
- A part-time hourly City Prosecutor that provides prosecutorial services to the City.
- The Court department is currently supervised by the City Finance Director.
- Court appointed attorneys who invoice per case adjudicated.
- Bailiff
- Court Security Officer

The following are workload indicators:

	2016	2017	2018	2019	2020
<b>Cases Filed</b>					
Non-Traffic Misdemeanors	142	85	102	129	82
Non-Traffic Violations	16	5	15	22	12
Traffic Misdemeanors	23	34	19	15	67
Traffic Violation	739	572	637	753	707
Municipal Code Misdemeanors	10	10	4	1	0
Ordinance Violations	11	24	0	46	17
Parking	22	0	4	18	6
Community Service	N/A	N/A	N/A	N/A	N/A
<b>Total Misdemeanors</b>	<b>175</b>	<b>129</b>	<b>125</b>	<b>145</b>	<b>149</b>
<b>Total Violations</b>	<b>788</b>	<b>601</b>	<b>656</b>	<b>839</b>	<b>742</b>
<b>Total Cases Filed</b>	<b>963</b>	<b>730</b>	<b>781</b>	<b>984</b>	<b>891</b>

## **SECTION 4 - SCOPE OF WORK**

### **4.1 Judicial Duties**

The duties include all normal duties of Municipal Judge acting in that capacity for Municipal Court. These duties include but not limited to conducting arraignments, accepting pleas, conducting bench trials, presiding over jury trials and conducting various hearings. It may be necessary to conduct a jury trial on a separate day from a regularly scheduled Court day. The Judge also issues warrants, such as bench warrant for criminal non-appearances, review probation reports, and have probation violation hearings. Judge will be responsible for interviewing defendants to see if they qualify for a Court appointed attorney before they are assigned.

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

The Municipal Court Clerk assists the Judge with paperwork and necessary orders. The Judge may review and make recommendations regarding Court programs, Court fines, Court charges, and Court procedures. The Judge will keep the Court staff apprised of changes in laws and procedures.

The Judge is responsible for recruiting and having at least three (3) Court-appointed attorneys on hand or dedicated to handle cases.

In custody defendants are transported by Molalla Police Department from the jail and brought to the courtroom for hearings. The Municipal Court Judge will be periodically asked to perform video arraignments with defendants in custody at Clackamas County Jail.

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

## **SECTION 5 - PROPOSAL CONTENT AND FORMAT**

### **5.1 Format**

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

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

## 5.2 Additional Information

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

## 5.3 Disputes

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

## 5.4 City Personnel

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

## SECTION 6 - PROPOSAL EVALUATION PROCEDURES

### 6.1 Selection and Evaluation Process

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

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

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

### 6.2 Clarification of Proposals

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

### 6.5 Protest of Award

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

### 6.6 Proposal Rejection

The City reserves the right to:

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



**SECTION 7 - PROPOSAL CERTIFICATIONS**

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**Non-discrimination Clause**

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

Agreed by: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

\*\*\*\*\*

**Resident Certificate**

Please Check One:

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

Or

**Non-resident Vendor:** Vendor does not qualify under requirement stated above.