



**CITY OF MILWAUKIE, OREGON  
REQUEST FOR PROPOSALS  
MUNICIPAL COURT JUDICIAL SERVICES, PRO-TEM JUDGE**

**Issued: August 3, 2016**

**Proposal Due Date: Friday, August 26, 2016, 5:00 pm**

The City of Milwaukie (City) is seeking proposals for contracted pro-tem judicial services with a schedule to be assigned on an as-needed basis. This part-time, pro tem judicial position is expected to consist of two to four service days per year. Proposals are due to the Finance Office by 5:00 p.m. on August 26, 2016. City seeks the services of a Pro-Tem Municipal Court Judge to perform the functions and duties specified in the City's Charter/Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

For information about the City, visit [www.milwaukieoregon.gov](http://www.milwaukieoregon.gov). For questions, contact the Finance Director, Haley Fish, by phone at 503-786-7522 or email at [fishh@milwaukieoregon.gov](mailto:fishh@milwaukieoregon.gov).

**City Introduction.** City with a total of 143 FTE's, operates under the Council-Manager form of government. The Council consists of a Mayor and four Council Members elected at-large. The Mayor serves as the political head of the City and serves a four-year term. Council Members serve for staggered four year terms. The Municipal Court Judge, City Attorney, and the City Manager are appointed by and responsible to the Council. The City Manager directs all City operations.

**Municipal Court.** Municipal Court has a Court Clerk who also serves as the Court Operations Supervisor. The Court Clerk is assigned to the City's Finance Department. The Finance Director, with input from the Municipal Court Judge, is responsible for the clerk's evaluation and day-to-day supervision, as well as court budgeting. The Municipal Court Judge is responsible for directing the Court Clerk as to court responsibilities.

City holds municipal court weekly, two to three weeks per month. Court is generally held on Wednesday from 8:00 am to 5:00 pm. Court trials are conducted in the mornings and arraignments in the afternoon on court day. Court processes approximately 10,100 violation accounts a year (per FY2016).

**Legal Staff.** City contracts with an outside attorney for city prosecutor services and an outside legal firm for city attorney services.

**Police Department.** City has its own Police Department. The Police Chief is appointed by the City Manager. The City has a police force consisting of 38.5 sworn officers, operates an active traffic safety program including photo radar, and has a full time code compliance coordinator who performs code enforcement duties.

**Judicial Services/Duties.** Section 28 of the Milwaukie City Charter (see below) sets forth the authority and functions of the Municipal Court Judge. Duties for this pro-tem position include most normal duties of the sitting Municipal Court Judge. These duties include, but are not limited to, having arraignments, accepting pleas, conducting sentencing, and issuing warrants, such as bench warrants for non-appearances. City's Court Clerk assists the judge with paperwork and necessary orders.

The pro-tem judge will have the powers of the Municipal Court Judge when he or she is presiding over court. It is expected that the City will request the pro-tem judge to conduct court two to four days per year.

**City Charter - Section 28. Municipal Judge.**

- (a) *The municipal judge shall be the judicial officer of the city. The municipal judge shall be appointed by and hold office during the pleasure of the council. The municipal judge shall be a member in good standing of the Oregon State Bar during the entire term of office. Disbarment shall be a basis for removal from office. The municipal court judge shall hold a court within the city which shall be known as the municipal court for the city of Milwaukie, Clackamas County, Oregon. The court shall be open for transaction of judicial business for such days and hours as the council may establish.*
- (b) *Except as this charter or city ordinance prescribes to the contrary, procedures of the court shall conform to the general laws of this state governing justice 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 of all offenses defined and made punishable by ordinances of the city and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by any ordinance of the city. 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; and*
  - (9) *perform other judicial and quasi-judicial functions prescribed by ordinance.*
- (e) *A municipal judge may appoint municipal judges pro tem which judges shall serve at the pleasure of the council.*
- (f) *Notwithstanding this section, the council may transfer some or all of the functions of the municipal court to an appropriate state court.*

**Contract Term and Relationship.** City anticipates a two-year contract with two possible extensions of two years each, for a possible total duration of 6 years. Extensions of the contract will require Council authorization. The municipal judge pro-tem is a contract position and all compensation will be reported on a 1099-Misc. The selected judge will be subject to a criminal background check as well as other background checks, fingerprinted for CJIS Security, required to complete CJIS Security Awareness training and required to sign a LEDS (Law Enforcement Data System) User Agreement.

**Budgeted Compensation.** The current, budgeted compensation for the pro-tem judge is \$900 per full court date (2-4 anticipated per year).

**Minimum Qualifications.** Minimum of three (3) years' experience in municipal law required and an active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters.

**Preferred Qualifications.** Five (5) years or more of legal experience, with criminal or civil litigation experience preferred.

**Schedule.** The following schedule applies to this RFP. This is for information only and will be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews during the week of September 5, 2016, as the City will not be able to allow much advance notice when scheduling initial interviews.

- RFP Release Date: August 3, 2016
- RFP Proposals Due: Friday, August 26, 2016, 5 p.m.
- Interviews will be conducted during the week of: September 5, 2016
- Notice of Intent to Award: September 12, 2016
- Protests of Award Due: September 19, 2016

- Council Consideration: September 20, 2016
- First Court Session: October 12, 2016

**Confidentiality.** All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document “Confidential.”

**Late Proposals.** All proposals that are not received by the proposal due date shall not be considered and shall be returned unopened to the Proposer. Phone and facsimile proposals shall not be accepted. Delays due to mail and /or delivery handling, including, but not limited to delays within the City’s internal distribution systems, do not excuse the Proposer’s responsibility for submitting the proposal to the correct location by the proposal due date.

**Content of Proposal.** Proposals shall include the following items in the following sequence, as well as any additional information deemed 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 résumé must be attached

2. Identify any experience with municipal law.
3. Briefly describe your capability in providing services as a Pro-Tem Municipal Court Judge.
4. Provide a brief description of your judicial philosophy.
5. Provide a conflict assessment demonstrating a lack of conflict with the City, its police department, and the municipal court.
6. Provide any other information or comments which you believe are relevant and will assist the City in making its selection.

B. Letters. Provide two current letters of recommendation made in specific reference to this position.

C. Compensation. State the necessary compensation expected to perform these services. City prefers compensation be paid in the form of a per session rate. City reserves the right to negotiate compensation. Requested expenses shall also be listed.

D. Contract. Any objections to the Personal Services Agreement (attachment A) must be submitted in writing as part of the proposal. City shall review content of any such objection in the proposal evaluation process. All participants are therefore required to cite and define any and all proposed changes, additions, deletions or modifications as a condition of acceptance of their proposal. Failure to respond shall be interpreted as acceptance of the terms and conditions for the agreement and subsequent changes.

*Note:* Additional questions concerning judicial philosophy, experience, and duties will be asked at the interview. Additional information may be requested in order to conduct the background check.

**Evaluation and Selection Process.** The following steps are anticipated:

- Step 1:** Proposals submitted
- Step 2:** Initial evaluation of proposals
- Step 3:** Initial reference and information check
- Step 4:** City Council appointed panel interviews
- Step 5:** Background and full reference check

**Evaluation Criteria.**

1. Overall experience, background, qualifications.
2. The ability to understand the legal requirements (ordinances) of the City and State criminal and traffic laws.
3. The proposal response, including the extent to which it is thorough, original, responsive, comprehensive, and tailored to the needs of the City.
4. The nature and extent of prior experience in performing legal services for general purpose local governments.
5. Relevant expertise outside of traditional municipal legal functions.
6. Demonstrated skill in establishing and maintaining effective working relationships with subordinates, public and private officials, court clients, and the general public.
7. Cost, although a factor, may not be the dominant factor. Cost is particularly important when all of the other evaluation criteria are substantially equal.

**Interviews.** City reserves the right to select one or more, or none, of the Proposers to interview as part of the selection process.

**Contract Negotiations.** City reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City and the selected finalist shall review, in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Proposer may offer, and the City may accept, revisions to the proposal.

**Delivery.** Proposals shall be mailed, emailed, or hand-delivered to:

City of Milwaukie  
Attention: Haley Fish, Finance Director  
10722 SE Main Street  
Milwaukie, Oregon 97222

Phone: 503-786-7522  
Email: fishh@milwaukieoregon.gov

Phone and facsimile proposals will not be accepted.

**Authority of City.** If selected for interviews, Proposers may be re-scored based upon the same criteria or additional criteria to be determined by the selection committee and/or City Council.

City may also request additional information from Proposers at any time prior to final approval of a selected response. City reserves the right to select one or more of the Proposers to provide the judicial services. Final approval of the selected Proposer is subject to the action of the City Council.

City reserves the right to extend the deadline of this RFP. Furthermore, the City reserves the right to reject all proposals and cease the selection process at any time.

**City Information.** More information concerning the departments in the City can be obtained at [www.milwaukieoregon.gov](http://www.milwaukieoregon.gov).



**PERSONAL SERVICES AGREEMENT  
WITH THE CITY OF MILWAUKIE, OREGON  
FOR MUNICIPAL COURT JUDICIAL SERVICES, PRO-TEM JUDGE**

**THIS AGREEMENT** made and entered into this 3rd day of October, 2016 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and (Contractor's Name) hereinafter called Contractor.

**RECITALS**

**WHEREAS** City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

**WHEREAS** City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

**THEREFORE** the Parties agree as follows:

**1. SERVICES TO BE PROVIDED**

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

**2. EFFECTIVE DATE AND DURATION**

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by October 3, 2018. The City reserves the right to extend this contract for two (2) two-year periods. Any extensions of the contract will require City Council authorization. All work under this Agreement shall be completed prior to the expiration of this Agreement.

**3. COMPENSATION**

City agrees to pay Contractor not to exceed nine hundred (\$900.00) per court session that will be held 2 to 4 time per year for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor

must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor 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.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

**4. OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

**5. ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

**6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor is an independent contractor for purposes of the Public Employees Retirement System and will not work for City more than 600 hours in any calendar year.

C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**7. INDEMNIFICATION**

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>City</b>	<b>Contractor</b>
City of Milwaukie	Company: (insert name of firm)
Attn: Accounts Payable	Attn: (insert contract manager's name)
10722 SE Main Street Milwaukie, Oregon 97222	Address: (insert contract manager's address)
Phone: 503-786-7523	Phone: (insert #)
Fax: 503-786-7528	Fax: (insert #)
Email Address: ap@milwaukieoregon.gov	Email Address: (insert address)

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**9. MERGER**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**10. TERMINATION WITHOUT CAUSE**

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

**11. TERMINATION WITH CAUSE**

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**12. ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**13. FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**14. NON-WAIVER**

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**15. NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**16. ERRORS**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

**17. EXTRA (CHANGES) WORK**

Only the Finance Director may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**18. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

**19. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

**21. CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**22. AUDIT**

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**23. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**24. COMPLETE AGREEMENT**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

**CITY OF MILWAUKIE**

**CONTRACTOR**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**EXHIBIT A**  
**SCOPE OF WORK (SERVICES TO BE PROVIDED)**

Contractor shall perform the following Pro Tem Municipal Court Judge Services:

1. Act as the Pro Tem judicial officer of the City. The Pro Tem Municipal Court Judge shall be appointed by and hold office during the pleasure of the City Council.
2. Be a member in good standing of the Oregon State Bar during the entire term of office. Disbarment shall be a basis for removal from office.
3. Hold a court within the City, which shall be known as the Municipal Court for the City of Milwaukie, Clackamas County, Oregon, on the following court sessions:
  - a. Municipal Court shall be open for transaction of judicial business most Wednesdays.
  - b. Municipal Court may be open for transaction of judicial business at such other times as the Municipal Court Judge, with the concurrence of the City Manager and Finance Director, determines to be necessary for the proper functioning of the court.
4. Conform to the general laws of the State of Oregon governing cities and the judiciary, including justice courts, except as the City Charter or Code prescribes to the contrary.
5. Municipal Court has original jurisdiction of all offenses defined and made punishable by ordinances of the City and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by any ordinance of the City. The Pro Tem Municipal Court 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 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; and
  - i. Perform other judicial and quasi-judicial functions prescribed by ordinance.
6. Notwithstanding this section, the Council may transfer some or all of the functions of the municipal court to an appropriate state court.