

# Request for Proposal: Municipal Court Judge

**Bid/RFP Due Date:**

Friday, April 1, 2022 - 4:00pm

**Bid/RFP Status:**

Open

**Bid/RFP Reference Number:**

RFP#2022-01 Municipal Court Judge

The City of Carlton will receive sealed Proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City until April 1, 2022 at 4:00pm, at Carlton City Hall, located at 191 E Main St, Carlton, OR 97111. 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.

Proposants may email Shannon Beaucaire [sbeaucaire@ci.carlton.or.us](mailto:sbeaucaire@ci.carlton.or.us) or submit via US Mail to: 191 E Main St, Carlton, OR 97111.

To view the full Request for Proposal, please see Supporting Documents below.

# **CITY OF CARLTON**

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

**RFP#2022-01**

**Proposal Due Date: April 1, 2022**

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Attachment A – Municipal Court Judge Agreement

## SECTION 1 – INTRODUCTION

The City of Carlton will receive sealed Proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City until April 1, 2022 at 4:00pm, at Carlton City Hall, located at 191 E. Main Street, Carlton, Oregon 97111. 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	Jan 10, 2022	N/A
Proposals Due	Carlton City Hall – City Recorder at 191 E. Main Street, Carlton, Oregon 97111	April 1, 2022	4:00pm
Review of Proposals by Selection Committee	Carlton City Hall at 191 E. Main Street, Carlton, Oregon 97111	TBD	
Proposant Interviews	TBD	TBD	6:00pm
Council Approval of Proposant	at 191 E. Main Street, Carlton, Oregon 97111	May 3, 2022	7:00pm
Notice of Intent to Award Contract	at 191 E. Main Street, Carlton, Oregon 97111	May 6, 2022	
Proposal Challenge Period Expires	at 191 E. Main Street, Carlton, Oregon 97111	May 13, 2022	4:00pm
Award of Contract by City Council	at 191 E. Main Street, Carlton, Oregon 97111	June 7, 2022	7:00pm
Commencement of Services	at 191 E. Main Street, Carlton, Oregon 97111	July 1, 2022	

\*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 1, 2022 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 1, 2022

City of Carlton– City Hall

Attn: City Recorder, Christy Martinez

191 E. Main Street, Carlton, Oregon 97111

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, Christy Martinez, and be marked as follows:

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

City of Carlton

Attn: City Recorder, Christy Martinez

at 191 E. Main Street, Carlton, Oregon 97111

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, Christy Martinez. 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, Christy Martinez, who can be reached by phone at 503-852-7575 or email at: [cmartinez@ci.carlton.or.us](mailto:cmartinez@ci.carlton.or.us).

## **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.

## **2.11 Term of Contract**

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

## **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 Carlton 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 Carlton 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 Carlton as cited/investigated by the Carlton Police Department and Carlton 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 Carlton. We strive to provide defendants with the tools they need to successfully complete their Court requirements.

Court sessions are currently held monthly. Inclusion of one (1) day court, will be a possibility. The Court may use 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 Carlton as cited/investigated by the Carlton Police Department and Carlton Code Enforcement. The Judge and City may mutually agree to Intergovernmental Agreements in which the Judge provides judicial services to other Cities if that is required by law.

Municipal Court staffing currently is composed of:

- A contract Municipal Judge that provides services to support Court operations.
- A 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

## **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, issuing Municipal Search or Abatement Warrants 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 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 letter(s) 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><u>TOTAL EVALUATION POINTS</u></b>	<b><u>100 POINTS</u></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.

**AGREEMENT FOR  
MUNICIPAL JUDGE FOR THE CITY OF CARLTON**

This AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF CARLTON, a Municipal Corporation, hereinafter called "CITY," and \_\_\_\_\_, hereinafter called "JUDGE" both of whom agree as follows:

WITNESSETH

WHEREAS, the City desires to contract for the services of said JUDGE as Municipal Judge of the City; and

WHEREAS, it is the desire of the Carlton City Council to establish certain terms of employment under this Agreement with said JUDGE; and

WHEREAS, JUDGE desires to contract with City as Municipal Judge of City.

SECTION 1. CONTRACT

City hereby contracts with \_\_\_\_\_ as the Municipal Judge of CITY to perform the functions and duties specified in City Charter, attached hereto and incorporated by reference herein; and to perform such other legally permissible and proper duties and functions as may from time to time arise in the operation of the Court. This AGREEMENT may be modified in writing when there is agreement by both parties.

SECTION 2. DUTIES

a. Duties include all normal duties of Municipal Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having regular arraignments, accepting pleas, conducting bench trials, issuing search or abatement warrants, presiding over jury trials as necessary, and conducting sentencing. It may be necessary to conduct a jury trial on a separate day from regular court day. The JUDGE also issues warrants, such as bench warrants for criminal non-appearances, search warrants and abatement warrants reviews probation reports, and has probation violation hearings. The JUDGE must be available for telephone calls or video conferences to consider probable cause affidavits and other court matters.

b. JUDGE will perform work in a manner according to professional standards observed by JUDGEs in the municipal court judge profession. JUDGE shall maintain membership in good standing with the Oregon State Bar.

c. The Municipal Court Clerk assists the JUDGE with paperwork and necessary orders. The JUDGE may review court programs, court fines, court charges, and court procedures. The JUDGE may issue court orders establishing the procedure and amounts of fees. The JUDGE will keep the Municipal Court Clerk apprised of changes in laws and procedures. The JUDGE, MUNICIPAL COURT CLERK and CITY PROSECUTOR will meet to review calendars and programs applicable to court operations.

d. The JUDGE shall arrange for a pro-tem Judge, who shall sit and hear cases as the JUDGE's designee when the JUDGE is absent due to illness, vacation, or when conflicts arise with other court schedules in his private practice.

e. The JUDGE will not represent any clients in matters of criminal defense where the police agency is the Carlton Police Department, whether in Municipal Court or in Yamhill County Circuit Court.

f. The Council shall periodically provide feedback on the performance of the JUDGE. The JUDGE shall develop a self-evaluation form each year and turn it in to the City Manager for the City Council to be used for such purposes.

g. The CITY agrees to notify the JUDGE promptly when a citizen is lodged in jail on a Carlton Municipal Charge.

h. Part of the duties may also require the JUDGE to go to the Yamhill County jail located in Oregon City to arraign defendants via video that may be lodged in Yamhill County jail pursuant to a warrant issued by the Carlton Municipal Court.

### SECTION 3. CONFLICT OF INTEREST

JUDGE will disclose any actual, apparent, or potential conflict of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. In the event of a potential conflict of interest due to a former attorney-client relationship between JUDGE and an accused citizen, the citizen and the City Prosecutor will be given the opportunity to waive the conflict after full disclosure. In the event a former client or the City Prosecutor declines to waive the conflict, the City will procure a pro-tem Judge to handle the proceedings. A pro-tem Judge will be assigned in the event an apparent or actual conflict of interest is identified and paid for by the CITY.

### SECTION 4. JUDGE STATUS

\_\_\_\_\_ is a JUDGE, and as a JUDGE, is responsible for all of JUDGE'S employees, subcontractors, and agents performing portions of this work under this AGREEMENT. \_\_\_\_\_ will not be considered an employee of the City of Carlton for the performance of work under this AGREEMENT. JUDGE will not be a participant in, nor be in a qualified position as defined by Oregon PERS.

### SECTION 5. COMPENSATION AND REPORTING

\_\_\_\_\_ will perform duties at the rate of \$\_\_\_\_\_ per month.

Additional court days or night court can be added to the Court schedule. Times, dates, and additional compensation will be negotiated between the JUDGE and the City Manager.

Requests for any monthly compensation adjustments must be made to the City Manager and approved by the City Council between January and March of a given year for budgeting purposes. Any adjustment granted will go into effect at the beginning of the fiscal year (July 1.)

### SECTION 6. ANNUAL REVIEW

On an annual basis, JUDGE will assist staff in preparation of a report to the Council regarding court operations.

### SECTION 7. NOTICES

All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail, or email to the following.

TO: Finance Director  
City of Carlton  
191 E. Main Street  
Carlton, Oregon 97111

SECTION 8. COMPLIANCE WITH LAW

- a. \_\_\_\_\_ shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this AGREEMENT.
- b. \_\_\_\_\_ shall not discriminate against any City employee or customer because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran or veteran status, or any other protected status or activity in violation of state or federal law. [Insert last name here] will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- c. \_\_\_\_\_ shall comply with all requirements associated with access to and confidentiality of law enforcement data system records and categories of records protected by law which come before the Court. [Insert last name here] shall appropriately direct Court staff and the police department with respect to such matters which come to our attention.
- d. \_\_\_\_\_ shall be a contract employee for all federal or state taxes applicable to any compensation or payments paid to [Insert last name here] under this AGREEMENT. [Insert last name here] is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid under this AGREEMENT.

SECTION 10. TERM OF AGREEMENT

This AGREEMENT shall commence on July 1, 2022 and will run continuously for two years. This AGREEMENT will roll over automatically after being reviewed by City Council.

JUDGE serves at the pleasure of the City Council. Therefore, this AGREEMENT may be terminated effective by either party for any reason upon sixty (60) days' written notice of the party's intent to terminate. In the event this agreement is terminated, JUDGE shall receive compensation only for Services actually performed up to the last day of work performed as JUDGE.

SECTION 12. GENERAL PROVISIONS

JUDGE will provide proof of insurance as set forth on Attachment A hereto.

JUDGE and City may mutually agree to Intergovernmental Agreements in which JUDGE provides judicial services to other Cities if that is required by law.

IN WITNESS WHEREOF, the City of Carlton has caused this AGREEMENT to be signed and executed in its behalf by its City Council and duly attested by its City Recorder, and JUDGE has signed and executed this AGREEMENT, both in duplicate, the day and year first above written.

CITY OF CARLTON:

JUDGE:

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

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

Mayor

ATTESTED:

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

Christy Martinez, City Recorder

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	NO
	General Aggregate	\$1,000,000	
	Products/Comp Ops Aggregate	\$1,000,000	
	Personal and Advert. Inj.	\$1,000,000	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$1,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes  If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000	Yes
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as

an additional insured but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to: City Manager

City of Carlton

191 E. Main Street

Carlton, OR 97111

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the