

NOTICE AND REQUEST FOR QUALIFICATIONS (RFQ) TOWN OF SPRINGERVILLE, ARIZONA

Position Name: Town Magistrate Services - RFQ-2022-02
RFQ Proposal Deadline: January 3, 2023, at 10:30 a.m.
Location: Springerville Town Hall, 418 E Main St, Springerville, AZ 85390
Town Staff Contact: Kelsi Miller, Town Clerk/HR Director 928-333-2656
RFQ's Available At: Springerville Town Hall, 418 E Main St, Springerville, AZ 85390

Date and Location for Submittal of Sealed Proposals: Sealed proposals shall be received at Springerville Town Hall, Town Clerk's Office, 418 E Main St, Springerville, Arizona 85938 until 10:30 a.m. MST on January 3, 2023, for the above RFQ Solicitation. Qualifications must be submitted in a sealed envelope clearly marked on the outside with the full Position Name and Proposer's full name and mailing address. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure the qualifications are received at the above location on or before the specified time.

Position Summary: The Town of Springerville is soliciting Requests for Qualifications (RFQ) for a Town Magistrate to conduct Courtroom proceedings in the Springerville Town Court. The Springerville Town Court is one of limited jurisdiction. Based on the proposals submitted, individuals and/or firms (if applicable) may be selected for interviews. Upon completion of the interview phase, the Town expects but is not obligated, to proceed with negotiation of a contract with the selected Proposer. Any proposer responding to this Request for Qualifications must agree to the terms and conditions included in the proposed contract.

Proposal Requirement: Each proposal will be in accordance with the RFQ requirements, set forth in this Request for Qualifications. Copies may be obtained at the Springerville Town Hall Clerk's Office at the address above. Any proposal, which does not conform in all material respects to the Request for Qualifications Proposals, will be considered non-responsive.

Right to Reject Proposals: The Town reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the award for any reason the Town determines.

Equal Opportunity: The Town of Springerville is an Equal Opportunity Employer and will endeavor to insure in every way possible that minority and woman owned business enterprises shall have every opportunity to participate in providing professional services to Springerville without being discriminated against on the grounds of race, religion, sex, age, handicap, familial, or national origin. MBE/WBE/DBE are encouraged to respond.

DATED: December 6, 2022,

TOWN OF SPRINGERVILLE, ARIZONA

Kelsi Miller, Town Clerk

- Publish in issues of *White Mountain Independent*— December 6 & 13, 2022
- Post on Town Website
- Post at Springerville Post Office Information Board
- Post at Municipal Center's Lobby Public Bulletin Board
- Post at Community Center
- Town Councilmembers & Town Manager
- Copy to interested Professionals
- Other – Post to AZ League of City and Towns Employment Opportunities
- Town Councilmembers & Town Manager

REQUEST FOR QUALIFICATIONS

Position Name: Town Magistrate RFQ-2022-002

1. Request for Qualifications.

The Town of Springerville Clerk's Office invites experienced professionals to submit qualifications for the Town Magistrate - RFQ-2022-02 position. A detailed description of the position is contained in Section 3.

2. Instructions to Proposers for Submittal.

Proposals will be accepted until 10:30 a.m. MST on January 3, 2023. Proposals received after that time will not be accepted. Concise and focused proposals are suggested with a length of no more than ten (10) pages. Proposals shall be clearly marked: "Town Magistrate Services - RFQ-2022-002." Five (5) copies of the proposal must be submitted to:

Kelsi Miller, Town Clerk
Town of Springerville
418 E Main St
Springerville, AZ 85390

3. Position Description: The fundamental responsibilities of the Town Magistrate are to conduct Courtroom proceedings in the Springerville Town Court. The Springerville Town Court is a court of limited jurisdiction. It exercises original jurisdiction over all violations of any ordinance of the Town and concurrent jurisdiction over all misdemeanor violations of the law of the State of Arizona committed within the Town. Duties require the exercise of considerable independent judgment in managing the docket, ruling on motions, and adjudicating cases. Work is performed in accordance with the law and is subject to review by a higher Court through an appeal or special action. The Town Magistrate hears criminal misdemeanor, criminal and civil traffic violation cases, Town ordinance enforcement cases, and restraining orders. The Springerville Town Council appoints the Town Magistrate to a contract term.

3.1 Essential Functions and Duties.

- a. Presides over and adjudicates non-moving criminal misdemeanors, criminal major and minor traffic violations cases, civil minor traffic violation cases, Town ordinance cases and restraining orders.
- b. Presides over arraignments, pretrial disposition conferences, calendar calls, probation violation hearings, jury and non-jury trials.
- c. Hears and rules on motions.
- d. Finds defendants "guilty" or "not guilty", "responsible" or "not responsible", or "in violation" or "not in violation" in non-jury proceedings based upon evidence elicited at the trial or hearing.
- e. Conducts restitution hearings, if applicable, prior to sentencing.
- f. Imposes sentences after a finding of "guilty" or "responsible" in a jury or non-jury trial.
- g. Determines the disposition of cash bails, surety bonds, and forfeitures.
- h. Orders and signs criminal arrest warrants.
- i. Conducts hearings and rules on requests for an Order of Protection and/or Injunction against Harassment.
- j. Researches current case law as it applies to issues presented and, if needed, prepares written opinions.
- k. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- l. Works with Town Clerk, Town Manager, and Town Attorney to encourage and improve Municipal operations, decrease liabilities, and improve customer service.
- m. Supervises Municipal Court personnel including one (1) Court Administrator, two (2) Deputy Court Clerks, and one (1) part-time Court Security Officer. Is ultimately responsible for the proper administration of the Town Court in accordance with the standards and procedures established by the Arizona Supreme Court.
- n. MINIMUM DAYS: Court one (1) day per week, except Holidays.

3.2 Qualifications.

- a. Required knowledge of the Springerville Town Code and State Law with particular reference to Municipal legal provisions and Municipal law.
- b. Required knowledge of judicial procedure, rules of civil and criminal procedure, and rules of evidence.
- c. Principles and practices of personnel management and supervision.

3.3 Experience Required. At minimum, five (5) years of legal experience, including some experience in a Trial Courtroom setting and experience as, or equivalent to, a Town Magistrate or Magistrate in a Court of local jurisdiction. Law Degree preferred.

3.4 Skills & Abilities.

- a. Skill and ability to manage cases scheduled in the Courtroom in an effective and efficient manner.
- b. Skill in working safely without presenting a direct threat to self or others.
- c. Skill in reviewing and checking the work of others pertaining to matters of legal oversight to ensure accuracy.
- d. Skill and ability to organize interpret and apply legal principles to complex legal problems.
- e. Skill in establishing and maintaining effective working relationships with staff, elected officials, members of the public, and outside agencies and organizations.
- f. Skill in interpreting complex statutes, rules, regulations, ordinances, policies and guidelines.
- g. Skill in communicating orally with defendants, witnesses, and the public in-group settings to give instructions or information, and to respond to questions.

- h. Ability to visually observe peoples' behavior in a Courtroom setting.
- i. Skill to produce written documents with clearly organized thoughts using proper sentence construction, punctuation, spelling and grammar.
- j. Skill in conducting and controlling Court proceedings, elicit pertinent information and confine witnesses and litigants to relevant issues.
- k. Ability to appraise factual situations and make appropriate decisions promptly and in accordance with the law.
- l. Ability to comprehend and make inferences from material written in the English language.
- m. Ability to work cooperatively with other employees, customers, clients, and the public.
- n. Ability to effectively communicate in English both spoken and in writing.
- o. Ability to communicate orally in the English language with customers, clients, and the public using a telephone and in-group and face-to-face, one-to-one settings. Spanish comprehension encouraged but not required.
- p. Ability to prepare, research, and present comprehensive written and oral reports to Mayor and Councilmembers, the press, and other interested parties as required.
- q. Ability to administer and budget a large and diversified field of activities and services.

3.5 Physical Requirements.

- a. **Repetitive Movement:** Requires repetitive movement standard to office-related activities such as writing, speaking in person, and via telephone.
- b. **Communication:** Ability to thoughtfully understand the facts concerning various cases and respectively attending to the concerns of others. Spanish comprehension encouraged but not required.
- c. **Hearing:** Ability to understand simple and advanced conversations, give and receive direction and understand the spoken word at normal levels of hearing.
- d. **Visual:** Average, ordinary visual acuity necessary to prepare and inspect written documents or work products.
- e. **Strength:** Sedentary work; sitting most of the time.

3.6 Working Conditions. May be exposed to potential harm in dealing with irate, disgruntled and/or upset citizens.

3.7 Mental Requirements.

- a. **Reasoning:** Ability to translate complex issues of law into common sense understanding and able to follow details of complicated adjudication containing varying facts and circumstances. Ability to reason with a diversity of cultures and individuals with divergent and often strong and vocal viewpoints.
- b. **Logic:** Ability to perform complex skills research and legal analysis. Able to handle a variety of complex legal issues and accurately discern/assess the best course of action and judgment.
- c. **Language:** Ability to use an active vocabulary to effectively articulate matters of law, in written and oral communication.

4. Selection Criteria and Award.

4.1 The Town reserves the sole right to evaluate the qualifications submitted, may waive any irregularity therein, select candidates and/or reject any and all proposals. The Town will contract with the individual and/or firm submitting the best or most appropriate qualifications in its judgment unless there is a legal reason for not doing so. An "Interview Panel" will review the qualifications and may select a "short-list" of firms/individuals that could be invited for oral interviews.

4.2 Selection Criteria: The following criteria will be used for selection of the Town Magistrate position:

- a. Experience and Capability
- b. Expertise
- c. Local Consideration
- d. Prior Work with Town
- e. Other Experience
- f. Affirmative Action

4.3 After evaluating the qualifications and ability to render the services required, the Town intends to negotiate a fixed fee contract with the selected individual and/or firm. If negotiations are unsuccessful, the Town reserves the right to negotiate with the next highest-ranking individual and/or firm.

5. Proposal Content.

Proposals shall be relevant and concise. To facilitate evaluation, the following format will be required. Please provide a brief description of each of the following categories listed.

- a. Knowledge of Springville Town Code and State Law with reference to Municipal legal provisions and law.

- b. Knowledge of judicial procedure, rules of civil and criminal procedure, and rules of evidence.
- c. Supervisory experience.
- d. Confirm experience required: a minimum of five (5) years of legal experience, including some experience in a Trial Courtroom setting and experience as, or equivalent to, a Town Magistrate or Magistrate in a Court of local jurisdiction.
- e. Provide a list of the last three (3) positions held in this field. Provide dates and brief summary of duties.
- f. If offered a contract by the Town for the Town Magistrate position, what would be your earliest start date.

RECAP: Submittal Requirements.

Proposals will be accepted until 10:30 a.m., January 3, 2023. Proposals received after that time will not be accepted. Concise and focused proposals are suggested with a length of no more than ten (10) pages. Both the outside of the envelope and cover sheet on the Proposal shall be clearly marked: "Town Magistrate Services - RFQ-2022-002." Five (5) copies of the proposal must be submitted to:

Kelsi Miller, Town Clerk
 Town of Springerville
 418 E Main St
 Springerville, AZ 85938

For any questions regarding the actual Position requirements of this Request for Qualifications, please contact the Human Resources' office at 928-333-2656

Attachment: Professional Services Contract

**CONTRACT FOR SERVICES BY AND BETWEEN
 THE TOWN OF SPRINGVILLE, A MUNICIPAL CORPORATION
 HEREINAFTER REFERRED TO AS "TOWN"
 AND
 _____, TOWN MAGISTRATE
 HEREINAFTER REFERRED TO AS "CONTRACTOR"**

WHEREAS, Town Code Chapter 2.36 establishes the Magistrate Court and the scope of the position, and requires the appointment of a Town Magistrate by the Town Council to serve for a term of two (2) years; and,

WHEREAS, the Mayor and Common Council of the Town passed and approved a motion, on the ____ day of _____, _____, appointing Contractor as its Town Magistrate for the term cited; and,

WHEREAS, it is the intention of both parties that Contractor is and shall remain, at all times, an Independent Contractor.

THE PARTIES HERETO MUTUALLY AGREE to the following:

1. That Contractor possesses the knowledge, skills, and experience to be the Town's Municipal Judge.
2. That in keeping with the separation of powers between the judicial and legislative, and the judicial and executive branches of government, Contractor, so long as he/she performs his/her duties in a competent manner and commits no act nor fails to act in such a manner that gives good cause for the Town to

terminate this Agreement, shall be independent of those other branches of the Town's government and shall be free of restrictions in performing his/her judicial duties.

3. Contractor shall have limited administrative duties insofar as it is necessary to administer the Court and its personnel, but said duties shall not interfere with the Town personnel assigned to the Court insofar as the Town's Personnel Rules and Regulations are concerned. Court personnel's salaries and wages, as well as their rights and obligations, shall remain under the control of the Town, provided. = however, that this provision shall not in any way deprive Contractor of sufficient, adequate, and competent personnel necessary for Contractor to properly perform his/her judicial duties and his/her limited administrative duties.
4. The Town, with the assistance of the Contractor, will make available, at all times during the term of this Agreement, adequate physical facilities in which to perform his/her duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
5. Contractor shall recommend from time to time to the Town's Common Council, other competent individuals to perform Contractor's duties in cases where Contractor may be prohibited by law, ethics, illness, vacations, overload, and other reasonable reasons from performing his/her duties. Extended periods during which Contractor is unable or unwilling to perform his/her duties due to illness, absences, incapacitation, or suspension by higher judicial authority, may be cause for the Town to terminate this Agreement or, at his/her option, shall allow the Town to withhold installment payments to Contractor and use said sums to compensate temporary or permanent replacement of Contractor. It is understood by Contractor that he/she is an Independent Contractor and not entitled to all rights and benefits afforded to Town employees save and except for cost-of-living adjustments specifically awarded to the Contractor by the Town's Common Council, if any, from time to time. Due to one (1) or more Internal Revenue Service rulings, Contractor shall have deducted from his/her installments any and all Federal and State withholding and taxes, including FICA payments, but Contractor shall not be covered under Workman's Compensation and Unemployment Benefits.
6. It is understood that various Judicial Commissions, the State Legislature or the Arizona Supreme Court may impose additional obligations, duties, and limitations upon Contractor, in which event the provisions of this Agreement shall be modified or terminated, as the case may be, to the extent such Commission, Legislative, or Court directives are imposed and enforced.
7. Contractor recognizes that this Agreement is personal to him/her, and the benefits accruing to him/her and duties imposed on him/her hereunder may not be transferred or assigned, save and except this Paragraph does not alter the provision set forth in Paragraph "5" above.
8. The term of this Agreement shall be for a period of Two (2) years commencing on _____.
9. The Town hereby agrees to compensate Contractor in the sum of _____, payable in bi-weekly installments, during the Term expiring on _____. If, during the term of this Agreement, the Town's Common Council specifically awards Contractor with one (1) or more cost-of-living increases, it shall be added to the above-mentioned compensation and paid over to the Contractor.
10. The Town hereby agrees to compensate Contractor for mandated training courses as required by the Judicial Court System including reasonable travel expenses.
11. Irrespective of the provision contained in Paragraph "6" above, and in addition thereto, the Town may terminate this Agreement and cease installments hereunder if, during the term of this Agreement or any renewal(s) hereto either the Judicial or Legislative Branch, or both, or the State of Arizona, modify, merge, or abolish the lower Court Judicial System so as to make performance of this Agreement by Contractor impossible or impractical. Notwithstanding any other provision of this Agreement, the Town's Common Council may cancel this Agreement for "cause," but only after affording Contractor a Due Process hearing. "Cause" is herein defined to mean misfeasance or malfeasance in office.
12. It is understood that if on one (1) or more occasions Contractor, for whatever reason, cannot perform a duty required of him/her and a substitute Judge is called in to perform such duties, the costs and fees for such substitute Judge or Judges shall be at the sole expense of the Contractor. This provision does not apply in cases where the Rules Of Criminal Procedure A.R.S. require the Contractor to recuse him/herself and not

hear the matter. In such cases where the Contractor has a conflict of interest, the Town shall pay for a *Pro Tem* Judge who shall be assigned by the Apache County Justice and Municipal Court Administrator or the presiding Criminal Judge of Apache County Superior Court.

CONTRACTOR: _____

TOWN: Town of Springerville, Arizona

Signature

Shelly Reidhead, Mayor

Date Signed: _____

Date Signed: _____

ATTEST:

APPROVED AS TO FORM: Town Attorney

Kelsi Miller, Town Clerk

Tosca Henry

By: _____

Date Signed: _____