

AGREEMENT FOR MUNICIPAL JUDGE FOR THE CITY OF SANDY

This AGREEMENT (“Agreement”) is made and entered into January 20, 2026, by and between the City of Sandy, a Municipal Corporation, hereinafter called “City,” and Kyndre Lundquist, 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 Sandy City Council to establish certain terms 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 Judge as the Municipal Judge of City to perform the functions and duties specified in the City Charter and to perform such other legally permissible and proper duties and functions as may from time to time arise in the operation of the Municipal Court. The Judge is authorized to handle city ordinance matters as outlined in the municipal code and any and all traffic violations created under the City’s municipal code and/or adopted from the Oregon Revised Statutes. This Agreement may be modified only in writing signed by both parties.

SECTION 2. DUTIES

- a. Duties include all normal duties of a Municipal Judge acting in the capacity for a Municipal Court. These duties include, but are not limited to, having regular arraignments, accepting pleas, conducting bench trials, issuing orders and opinions, and conducting sentencing. The Judge also issues warrants, such as bench warrants for non-appearance, search warrants, administrative warrants, and abatement warrants. The Judge must be available for telephone calls or video conferences to consider probable cause affidavits and other 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 procedure. The Judge will keep the Municipal Court Clerk apprised of changes in the law and procedures. The Judge and Municipal Court Clerk will meet to review calendars and programs applicable to court operations.

- d. Judge shall arrange for pro-tem judges, 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 the Judge's private practice. Any individual hired for such duties shall be members of the Oregon State Bar, and in good standing. Any pro tem judge shall also be an independent contractor and not an employee of the City and shall, in Judge's absence, provide the same services listed in this AGREEMENT.
- e. The Judge will not represent any clients in legal matters where the City is involved, whether in Municipal Court, Circuit Court, or any other competent jurisdiction.

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 potential conflict of interest due to a former attorney-client relationship between Judge and an accused person, the accused and the City will be given the opportunity to waive the conflict after full disclosure. In the event a former client or the City declines to waive the conflict, a pro tem judge will handle the proceedings.

SECTION 4. JUDGE STATUS/INDEPENDENT CONTRACTOR

Judge is an agent of the City, and as a Judge, is responsible for all of Judge's employees, subcontractors, and agents performing portions of this work under this Agreement. Judge will not be considered an employee of the City of Sandy 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 nor will the Judge be eligible for any other benefits provided for City employees.

SECTION 5. COMPENSATION AND REPORTING

Judge will perform the duties described herein at the fixed rate of \$700.00 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 and agreed upon in writing.

Requests for any monthly compensation adjustments must be made to the City 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 following fiscal year (July 1.)

SECTION 6. 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:

City of Sandy
Attn: Finance Department

39250 Pioneer Blvd.
Sandy, OR 97055

SECTION 7. COMPLIANCE WITH LAW

- a. Judge shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- b. Judge shall not discriminate against any individual 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. Judge will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- c. Judge 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. Judge shall appropriately direct Court staff and the police department with respect to such matters.
- d. Judge shall be an independent contractor for all federal or state taxes applicable to any compensation or payments paid to Judge under this Agreement. Judge is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid under this Agreement.

SECTION 8. TERM OF AGREEMENT

This Agreement shall commence on the date first set forth above and will expire 2 years thereafter.

Judge serves at the pleasure of the City Council. Therefore, this Agreement may be terminated by the City at any time for convenience, effective immediately or at such later date as established in notice thereof, or by the Judge for any reason upon sixty (60) days' written notice to City. In the event this Agreement is terminated, Judge shall receive compensation only for services performed up to the last day of work.

SECTION 9. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, including without limitation, the making, performance, or interpretation of this Agreement or the Agreement documents, shall be attempted to be settled by mediation in good faith prior to any litigation being filed. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees.

SECTION 10. INDEMNIFICATION AND INSURANCE

Except for the performance of judicial functions for which the City shall indemnify, defend, and hold Judge harmless, Judge acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City harmless from, indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Judge's acts, omissions, activities or services in the course of performing this Agreement.

Judge shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Judge, City, its officers, agents, and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Judge's operations, in an amount not less than One Million dollars (\$1,000.000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.

Judge is self-employed and is responsible for any claims of workers' compensation that may arise from self-employment in accordance with Oregon law.

Judge shall furnish the City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days written notice to the City before they may be canceled.

The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess

SECTION 11. GENERAL PROVISIONS

Judge shall maintain the confidentiality, both external and internal, of that confidential information which Judge receives in their capacity as Judge. This Agreement shall not be interpreted or applied to affect the proper and public sessions of the Court or proper access to judicial proceedings and Court records not under seal.

Judge shall not use any data, pictures, or other representations of the City in Judge's external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

Judge shall furnish to City Judge's employer identification number, as designated by the Internal Revenue Service or Judge's Social Security number.

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

Neither City nor Judge shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other. Except as otherwise provided above, Judge must seek and obtain City's written consent before subcontracting any part of the work required

of Judge under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Judge under this Agreement shall be the property of City. Judge shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least ten years after City makes final payment on this Agreement and all other pending matters are closed.

This Agreement shall not create any rights in, or inure to the benefit of, any party other than the City and Judge.

The Agreement incorporates, without limitation, standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes Chapter 279B and in particular the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235. As such, to the extent applicable under State law, these paragraphs apply to this Agreement. This Agreement hereby incorporates by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

This Agreement contains the entire contract between the parties and supersedes all prior written or oral discussions or contracts regarding the same subject.

IN WITNESS WHEREOF, the City of Sandy has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Recorder, and Judge has signed and executed the Agreement.

CITY OF SANDY:

Kathleen Walker, Mayor

JUDGE:

Kyndre Lundquist

ATTESTED:

By: _____
Jeffrey Aprati, City Recorder