

CITY OF SANDY, OREGON

REQUEST FOR PROPOSALS
FOR
MUNICIPAL COURT JUDGE SERVICES



39250 PIONEER BLVD
SANDY, OREGON 97055

ISSUE DATE: MONDAY, NOVEMBER 3, 2025

PROPOSALS DUE: MONDAY, NOVEMBER 17, 2025

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I. BACKGROUND INFORMATION

a. City Information

Sandy is a community where citizens, civic organizations, businesses, and city government work together to ensure that the community retains its hometown identity, high quality of life and its natural beauty. The City incorporated in 1911, and today it serves a population of 12,993. It is close to the region's business core, urban amenities, and the Portland International Airport with Portland approximately twenty-six miles to the west.

The City is a full-service municipality that operates under a council/manager form of government. The elected City Council consists of the Mayor and six Councilors. The Council sets policies for city government, enacts ordinances and hires, directs and evaluates the city manager. In turn, the city manager is the City's chief executive officer, responsible for overall management and administration. The City Council is also responsible for the hiring and evaluation of the municipal judge.

Municipal services are provided by City employees and headed by the city manager. The City operates its own police department, a municipal court, water, sewer and stormwater utilities, street operations, planning, building, library, parks and recreation, and senior services. In addition, the City operates its own transit service and telecommunications utility. The City also has one component unit, the Sandy Urban Renewal Agency (Agency).

The Sandy Fire District, under contract with Clackamas Fire, provides fire and emergency services to the community. The City lies within Clackamas County, which is headed by a board of commissioners and based in neighboring Oregon City.

b. Confidentiality

All information submitted by Proposers will be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from the disclosure consistent with Oregon Law. All requests must be in writing, noting specifically which portion of the proposal the Proposer requests exemption from disclosure and identifying the legal basis for the exemption. Proposer will not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposers should not mark the entire proposal document "confidential." The City will make the final determination regarding which, if any, portions of a proposal are exempt from disclosure under Oregon public records law.

II. GENERAL INFORMATION

a. General Description

The City of Sandy is seeking proposals for Municipal Court Judge services. The Municipal Court Judge's role is identified in the City of Sandy Charter, Section 21. The Judge is the judicial officer of the City and shall exercise original and exclusive jurisdiction of all offenses defined and made publishable by ordinances of the City. In addition, when not governed by the ordinances or the charter, all proceedings in the municipal court shall be governed by the applicable general laws of the state governing justices of the peace and justice courts. The City employs one Municipal Court Clerk to assist the Judge in carrying out day-to-day operations of the Court, including

processing citations, taking payments, entering payment arrangements, and reporting to Oregon Department of Motor Vehicles.

b. City Point of Contact

Questions, inquiries, or comments regarding this Request for Proposals (RFP) or the municipal court shall be directed to:

Tyler Deems
City Manager
tdeems@ci.sandy.or.us
503-826-1079

c. Responding to the RFP

Your proposal must be received no later than November 17, 2025, at 3:00 p.m. and should be emailed to tdeems@ci.sandy.or.us in PDF format. Emailed proposals shall not be deemed received until a confirmation email sent by the City is received in reply to the submitted proposal, confirming the emailed proposal was received and the format was readable by the City. Late proposals will not be considered.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest in receiving the RFP addenda or have obtained the proposal materials. The addenda will be posted on the City's website and issued by email to the address furnished to the City by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

d. Tentative Schedule for Selection Process

Proposal Due:	November 17, 2025 (3:00 pm)
Finalist Selections:	Week of November 17, 2025
Interviews:	Week of December 1, 2025
Council Approval:	December 15, 2025
Contract Finalized:	December 31, 2025

Note: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from the one provided above without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

e. Disputes

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City will be final and binding upon all parties.

f. Proposer's Representation

Proposer, by the act of submitting a proposal, represents that:

- a. They have read and understand the proposal documents and their proposal is made in accordance therewith;
- b. They have familiarized themselves with the local conditions under which the work will meet their satisfaction; and

- c. Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response.

g. Solicitation Protest Procedures

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section II (d). The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer.

Protests must be addressed as follows:

Tyler Deems, City Manager
Re: Municipal Court Judge RFP
tdeems@ci.sandy.or.us

Protests must include:

- a. The identity of the Proposer;
- b. A clear reference to this RFP;
- c. Reason for the protest;
- d. Proposed changes to the RFP provisions and/or statement of work; and
- e. All required information as described in ORS 279B.405(4).

h. Acceptance or Rejection and Negotiation of Proposals

The City reserves the right to reject any or all proposals, to waive any irregularities in the RFP, to accept or reject any item or combination of items in a proposal in accordance with ORS 279B.100 to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City of Sandy, if doing so in the public interest.

i. Affirmative Action/Nondiscrimination

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not violated any of the aforementioned acts, practices, or statutes.

III. SCOPE OF WORK

a. Term of Service

The agreement resulting from this RFP will commence on or about January 1, 2026, and extend through December 31, 2028.

b. Background

The Municipal Court is organized under the Finance Department and is managed by the Court Clerk. The Finance Director, with input from the Municipal Court Judge, is responsible for the Court Clerk's evaluation, day-to-day supervision, and department budgeting. The Municipal Court Judge is responsible for directing the Court Clerk in regard to court responsibilities.

The City operates its own police department, with the Police Chief appointed by the City Manager. The police force consists of 17 sworn officers, two community service officers, one records manager, one records specialist/evidence technician, and one records clerk.

c. Scope of Work

The scope of work for the Municipal Court Judge is provided below:

i. SERVICES TO BE PROVIDED

a. Judicial Services and Duties

The Municipal Court Judge services include, but are not limited to, all general duties of a municipal court judge acting in the capacity for a municipal court, presiding over arraignments, accepting pleas, and conducting sentencing.

The City holds municipal court for arraignments and trials twice per month on Mondays, generally from 1:00 – 3:00 pm at Sandy City Hall. The Court Clerk assists the judge with paperwork and necessary orders. The Municipal Court Judge may review court programs, court fines, court charges, and court procedures. The Municipal Court Judge shall keep the Court Clerk apprised of any changes in laws and procedures.

b. City Charter – Section 21

Section 21 of the Sandy Charter sets forth the authority and duties of the municipal judge as follows:

“The council may appoint a municipal judge who shall be the judicial officer of the city. He shall hold within the city a court known as the municipal court for the city of Sandy, Clackamas County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city. He shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the city, to commit any such person to jail or admit him to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts.”

c. Court Software

The Judge shall utilize the City's court operations software, Tyler Technologies Incode Court, to review cases and enter judgements into the case. The City's Information Technology Department is responsible for system security, backups, and installing software upgrades.

The City's municipal court is not a court of record. The court is nearly 100% paperless.

ii. OTHER SERVICES

If the City develops need for additional services during the life of the agreement, those services will be provided with the same conditions as apply to existing accounts at the time. If regulatory bodies establish new regulations, the municipal judge shall demonstrate full compliance with those regulations. If the municipal judge develops other services, the City is to be furnished with any information that it may use to consider these services.

IV. PROPOSAL AND PROPOSER REQUIREMENTS

a. Proposal Submittal

Proposals, including attachments, must be addressed and delivered in PDF format as identified in Section II(c). A person who has been authorized to make such a commitment on behalf of the proposing firm must sign the proposal. Proposals must be addressed and submitted by the deadline. Phone, facsimile, mail delivery, and in-person proposals will not be accepted. There will be no formal opening of proposals.

b. Proposer Requirements

Any firm or person submitting a proposal must meet the following minimum requirements:

- i. Possess a juris doctorate degree from an accredited law school;
- ii. Be an active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters;
- iii. Carry valid insurance coverage under the Professional Liability Fund;
- iv. Have at least five (5) years of experience practicing law;
- v. Have experience in trial proceedings as a judge or prosecutor, with municipal court experience preferred;
- vi. Successfully pass the Criminal Justice Information Service (CJIS) requirements; and
- vii. Agree to execute the City's personal services agreement, if awarded.

c. Proposal Requirements

The following items are a minimum content requirement of a proposal submitted in response to this RFP:

- i. Cover Letter. A letter must include the following: Proposer's legal name, address, phone, federal tax ID number, website address (if applicable), and name of the individual authorized to represent the proposing firm/person regarding the proposal.

- ii. Qualifications. Describe the experience and knowledge in providing municipal court judge services. Describe capabilities and resources in relation to the requested professional services, including the qualifications of any key staff that would likely provide these services. Describe the experience and competence with governmental and municipal agencies. Include resumes on each person involved in the services with verifiable references, as well as a description of organizational framework, special resources, and any other information to demonstrate that the firm or individual can effectively and efficiently provide the requested services.
- iii. Understanding and Approach. Describe the firm's approach for collaborating with city staff to conduct the work described. Provide any proposed recommendations for changes to the scope of work to better provide an efficient and effective process that engages the community and provides sound, defensible measures to complete the requirements of municipal court judge services, including but not limited to outstanding fine collection, facilitating city staff and Council relationships, controlling and monitoring costs associated with court operations, and keeping Council informed on changes affecting the municipal court. Describe any other action or program you may implement, and your philosophy on the administration of fines for first-time and repeat offenders.
- iv. Service Timeframe. Describe the approach to scheduling tasks in order to meet deadlines and achieve timely completion of the services.
- v. References. Provide two (2) current letters of recommendation made in specific reference to this position.
- vi. Proposed Fee. Provide the proposed fee for completion of the services described in Section III (c). Include rates for other items, such as reimbursable expenses.

V. PROPOSAL SELECTION AND EVALUATION

a. General

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any and all proposals or to negotiate individually with one or more firms, and to select one or more firms if determined to be in the best interest of the City. The City is not liable for any cost the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluation and interviews, the City intends to negotiate an agreement with the Proposer whose proposal is deemed to be the most advantageous to the City.

A selection panel will be comprised of at least four members of the City. The role of the selection panel is to evaluate all responsive proposals and select from the respondents the top three (3) proposers whose proposals evidence the highest level of qualifications. The top selected proposed will be invited to interview with the City Council.

Scoring of the top selected proposals will be completed covering all areas listed in Section V (b). If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the selection panel to complete the evaluation process.

b. Evaluation Criteria

In accordance with Section V (a), the criteria listed below will be used to determine the apparent successful Proposer. Proposals will be scored by the selection panel as follows:

<u>Evaluation Criteria</u>		<u>Points</u>
1.	Proposal submitted on time	Pass/fail
2.	Qualifications	25
3.	Service understanding and approach	30
4.	Service timeframe	10
5.	Fee evaluation	25
6.	Interview (top proposers only)	10

The selection team shall be comprised of two City Council members, the Chief of Police, the Finance Director, and the City Manager. The selection team will review the applications and select the top three proposers that meet the minimum qualifications to interview. Interviews will then be conducted by the City Council.

c. Ranking of Proposals

The selection panel will evaluate all responsible proposals and score accordingly for the criteria in Section V (b). The scores of the panel members will then be combined to identify the top proposers. The selection panel will select from the highest scored proposals the top three (3) proposals that exhibit the highest level of qualification and invite those proposers to interview with the City Council.

Following interviews, the City Council will apply final scoring per Section V (b) and make a recommendation of award.

Proposals will be ranked based on evaluation of responses with the highest-ranked proposal being that proposer which is deemed to be the most appropriate and fully able to perform the services, and the second highest-ranked proposal being the Proposer next most appropriate, all in the sole judgement of the City.

Evaluation scores will be combined with the intent to award to the highest-ranked proposed. Any proposal in response to this RFP will be considered de facto permission to the City to disclose the results, which completed, to selected reviewers at the sole discretion of the City.

d. Proposal Rejection

The City reserves the right to:

- i. Reject any and all proposals not in compliance with all public procedures and requirements;

- ii. Reject any proposal not meeting the specifications set forth herein;
- iii. Waive any or all irregularities in proposals that are submitted;
- iv. Award any or all parts of any proposal; and
- v. Request references and other data to determine responsiveness.

e. Intent to Award

Upon completion of the evaluations and interviews, the City will provide written notice of its intent to award the contract to the individual or firm who best meets the overall needs of the City.

f. Protest of Award

In accordance with the City's Public Contracting Rules and ORS 279B.410, any adversely affected or aggrieved proposed have seven (7) calendar days from the date of the written selection notice to file a written protest, as identified in Section II (g).

VI. CONTRACT REQUIREMENTS

a. Contract

Selected Proposer will be asked to sign a personal services agreement with the City. A sample contract is attached as part of these RFP documents. The City will require specific levels of insurance, a City of Sandy business license, and a federal tax identification number.

b. Contract Negotiation

The City reserves the right to negotiate final terms of the agreement as the City determines to be in its best interest. The City will begin negotiations once the City Council has chosen the highest-ranked proposer and issued a notice of intent to award. If the City cannot come to terms with the highest-ranked proposer, the City will formally terminate negotiations and enter into negotiations with the second highest-ranked proposer. This process will continue until the City reached an agreement which the City deems appropriate for the services or determined a new solicitation is necessary.

c. Contract Award

The award of a contract is accomplished by executing a written personal services agreement that incorporates the proposal, clarifications, addenda, additions, and insurance. All such materials constitute the complete contract documents. City Council will be required to authorize the award of contract and appoint the municipal court judge at a regular session.

VII. Attachments

Sample Agreement begins on the following page.

AGREEMENT FOR MUNICIPAL JUDGE FOR THE CITY OF SANDY

This AGREEMENT ("Agreement") is made and entered into [INSERT DATE], by and between the City of Sandy, a Municipal Corporation, hereinafter called "City," and [INSERT NAME], 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. 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-appearances, 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 \$[INSERT] 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 [INSERT] 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 Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.

Judge shall maintain professional liability insurance as mandated by the Oregon State Bar.

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 constructed 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:

JUDGE:

Kathleen Walker, Mayor

ATTESTED:

By: _____
Jeff Aprati, City Recorder