

AGREEMENT FOR SERVICES – PRESIDING MUNICIPAL COURT JUDGE

THIS AGREEMENT FOR SERVICES – PRESIDING MUNICIPAL COURT JUDGE (“Agreement”) is entered into by and between the City of Republic, Missouri (“City”) and David Doran (“Municipal Judge”). The City and Municipal Judge are collectively addressed as the “Parties” or individually as a “Party”.

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri; and

WHEREAS, Municipal Judge is a Missouri licensed attorney; and

WHEREAS, Municipal Judge and City have agreed to certain wages and benefits as shown on the **Wage and Benefit Statement**, which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, City wishes to employ Municipal Judge on a contract basis for the term stated in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the City and Municipal Judge agree as follows:

1. City will:

- a. Pay the sum(s) of money shown on **Exhibits A and C** upon certification by the designated representative(s) of City that the services have been rendered, subject to the condition that Municipal Judge shall not be entitled to any benefits other than those shown as being granted on **Exhibit A**. All work completed by Municipal Judge for which Municipal Judge seeks payment must be entered into the approved time/payroll system of City with detailed descriptions of work completed.
- b. Provide office space, telephone service, supplies, advertising, photocopying, and other reasonably necessary costs incurred by Municipal Judge as a direct result of this Agreement.
- c. Conduct performance reviews of Municipal Judge at least one time per year in order to ensure adequate performance and assess the need, if any, for modification of this Agreement.
- d. Withhold such amounts from the salary of Municipal Judge as are necessary for compliance with applicable federal, state, and local taxation laws.

2. Municipal Judge will:

- a. Provide the services described in the **Job Description**, which is attached hereto and incorporated herein as **Exhibit B**, under the supervision and direction of City’s designated representative(s).
- b. Not subcontract any portion of the work to be performed under this Agreement without the prior, written consent of the City through its designated representative(s).
- c. Schedule and budget workload to plan the most effective and efficient manner of carrying out responsibilities and duties owed under this Agreement.

- d. Agrees in the performance of this Agreement not to discriminate on the grounds or because of race, creed, color, age, sex, or national origin, or ancestry, political affiliation or beliefs, religion or handicap, or any other item prohibited under local, state, or federal law.

3. The Parties mutually agree to the following:

- a. **Term:** This Agreement shall be in effect for the duration of the term outlined in **Exhibit A**, unless earlier terminated with or without cause as referenced below.
- b. **Termination:** This Agreement may be terminated by either Party without cause upon ten (10) calendar days' written notice. This Agreement may be terminated for cause upon twenty-four (24) hours' written notice. In either such event, final payment to the Municipal Judge shall be limited to services provided by the Municipal Judge as of the effective date of said termination. In any event, this Agreement shall terminate automatically upon the termination of funding in the City's budget for this work.
- c. **Just cause for termination:** Noncompliance with any provision of this Agreement or any attachment, violation of state, federal, local, or City Ordinance or Rule, or the commission of an act that would be in violation of the Merit Rules of the City or City policies, will be just cause for immediate termination of this Agreement. Just cause may include any other grounds determined by the City to be just cause.
- d. **Ownership of Work Product:** Any reports, data, or similar information given to or prepared or assembled by the Municipal Judge under this Agreement shall be considered the property of the City and shall not be made available to any individual or organization by the Municipal Judge without the prior written approval of the City.
- e. **Document Confidentiality:** Any reports, data, or similar information given to or prepared or assembled by the Municipal Judge under this Agreement which the City requests to be kept as confidential shall be considered the property of the City and shall not be made available to any individual or organization by the Municipal Judge without the prior written approval of the City.
- f. **City's Option to Extend:** This Agreement may be extended by the City, at the City's sole option and discretion, beyond the original term, for a fixed term, provided that:
 - i. The terms for extension are in writing;
 - ii. The extension is executed by the Municipal Judge and the City's authorized representative(s); and
 - iii. Appropriation of funds is approved by City Council and actually obtained/possessed by City.

4. Special Provisions: Special provisions are attached hereto as **Exhibit C – Special Provisions** and expressly incorporated as though fully set forth at length in this paragraph.

5. Agreement Documents: The Agreement documents shall consist of the following:

- a. This Agreement;
- b. Exhibit A – Wage and Benefit Statement
- c. Exhibit B – Job Description
- d. Exhibit C – Special Provisions
- e. Any duly executed Agreement Addendums or Modifications

6. **Waiver:** No provision of the Agreement documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
7. **Entire Agreement:** This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. This Agreement may not be modified or amended other than in writing as agreed and signed by all the Parties.
8. **Jurisdiction and Venue:** This Agreement shall be taken and deemed to have been fully executed and made by the Parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
9. **Liability:** Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages.
10. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and emailed signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
11. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
12. **Whereas Clauses:** The “Whereas” clauses stated above are incorporated herein by reference.
13. **Assignment:** Municipal Judge shall not assign any interest in this Agreement, and shall not transfer any interest in the same.
14. **Sovereign Immunity:** In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
15. **Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
16. **Contingent Upon Funds and Approval:** This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Municipal Judge shall have no right of action against City in the event City is unable to perform its obligations under this

Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by the City Council.

17. **Notices:** Any notice, request, or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City:

City of Republic, Missouri
Attn: City Administrator
4221 S. Wilson's Creek Blvd
Republic, MO 65738

to Municipal Judge:

David Doran
1200 E. Woodhurst Dr.
Building S, Suite 100
Springfield, MO 65804

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

MUNICIPAL JUDGE

David W. Doran

David Doran

Date: 7/9/2025

CITY OF REPUBLIC

Eric Franklin

Eric Franklin (Jul 16, 2025 15:27 CDT)

Eric Franklin, Mayor

Date: Jul 16, 2025

Approved as to Form:

Megan E. McCullough

Megan E. McCullough, City Attorney

Date: 7/9/2025

Laura Burbridge

Laura Burbridge, City Clerk

Date: Jul 16, 2025

EXHIBIT A
(Wage and Benefit Statement)

Name of Employee	David Doran	
Position Title	Presiding Municipal Court Judge	Check One: Exempt: ☒ Non-exempt: ☐
	Note: See attached Job Description (Exhibit B).	
Term	Agreement Start Date: July 15, 2025	Agreement Termination Date: July 15, 2026
Wages	Wages will be paid bi-weekly based upon the number of hours worked in the pay period. The Employee will work AS NEEDED hours per pay period.	Rate of pay SEE EXHIBIT C
Vacation	☐ Eligible to earn vacation leave in accordance with the City of Republic Personnel Policy. ☐ Eligible for balance payout upon resignation in accordance with the City of Republic Personnel Policy. ☒ Not eligible	
Sick Leave	☐ Eligible to earn sick leave in accordance with the City of Republic Personnel Policy. Sick leave is not paid out upon separation from the City as outlined in the City Personnel Policy. ☒ Not eligible	
Floating Holidays	☐ Eligible for accrual of floating holidays in accordance with the City of Republic Personnel Policy. Floating holidays expire the end of each calendar year. ☒ Not eligible	
Holidays	☐ Paid ☒ Not eligible	
Health Insurance	☒ Eligible ☐ Not eligible	
Dental Insurance	☒ Eligible ☐ Not eligible	
Funeral Leave	☐ Paid ☒ Not eligible	
Jury Duty Leave	☐ Paid ☒ Not eligible	
Social Security	Paid by employer and employee as normally done in employment situations	
State & Federal Taxes	Withheld as in normal employment situations	
Tuition	Not eligible for participation in Tuition Reimbursement Plan	
Life Insurance	Not eligible for participation in Life Insurance Plan	
Cafeteria Plan	Not eligible for participation in Cafeteria Plan	
Deferred Compensation	Not eligible for participation in Deferred Compensation Plan.	

**JOB DESCRIPTION
CITY OF REPUBLIC, MO.**

Job Title: **Presiding Municipal Court Judge**
FLSA Status: **Exempt**
Grade: **Contract Position**

PRIMARY PURPOSE

To preside over the Republic Municipal Court to hear cases involving violations of city ordinances, render decisions regarding such cases, and oversee administrative operations of the Municipal Court.

SUPERVISION

Under general direction of the Mayor and Presiding Judge of the Greene County Circuit Court; receives administrative direction from the City Administrator or their designee; supervises subordinate personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Serves as the Presiding Judge for the Municipal Court including hearing cases, ruling on admissibility of evidence and testimony, rendering judgments and assessing fines.
2. Determines appropriate jurisdiction and instructs litigants, attorneys, and witnesses in court procedures.
3. Authorizes bonds and partial payment of fines and issues summons and warrants.
4. Enforces court procedures prescribed by the State of Missouri and establishes and enforces local rules and procedures as necessary to ensure the proper operation of the Municipal Court and directs staff accordingly.
5. Performs special assignments as requested, includes researching and preparing reports and projects, developing and implementing programs, and administering state and federal grants.
6. Plans and implements short-term or annual goals, objectives, and strategies for the department to ensure efficient organization and completion of work.
7. Prepares and presents reports to management, City Administrator, elected officials and others as needed.
8. Establishes policy, procedure and directives for the department and implements directives from City Administrator.
9. Prepares and administers department budgets.
10. Oversees recruitment and selection of personnel within department and is responsible for leading staff, monitoring performance and conducting annual appraisals. Administers discipline if necessary.
11. Maintains discipline, conduct, appearance, and all required records of personnel within the department.
12. Carries out Municipal Court policies and procedures as part of the unified court system in Missouri. Under general supervision of the Mayor and Presiding Judge of the Greene County Circuit Court.
13. Deals effectively and courteously with fellow employees and the general public.
14. Performs related work as required.

IMPORTANT DUTIES

1. Attends Department Head and City Council meetings and conducts periodic staff meetings if necessary.
2. Attends conferences, seminars, meetings, and studies new information to keep abreast of current trends.
3. Attends in-service training sessions or other training sessions deemed appropriate by supervisor.

MINIMUM QUALIFICATIONS

Education and Experience:

Must be a graduate from an accredited law school with at least five years of general law experience.

Knowledge, Skills and Abilities:

Must have a thorough knowledge of city government, municipal ordinances and state statutes; Must have a thorough knowledge of court procedures; Must be able to memorize and retain information; Must be able to effectively communicate through written and verbal skills; Must have good time management skills; Must have good cognitive and analytical skills; Must be able to handle stressful situations, be able to quickly assess situations and make decisions under pressure in areas of responsibility; Must be able to evaluate testimony and evidence, analyze and interpret case facts and applicable law, render sound and impartial judgments, and prepare comprehensive legal opinions and reports; Must be able to perform effectively as a member of a team in carrying out the City's Mission, Vision and Values. Overall professional manner, displaying the utmost integrity, discretion, courtesy, cooperation, discipline, and behavior.

Special Requirements:

- Must be licensed to practice law by the State of Missouri and comply with applicable requirements for annual continuing legal education as an attorney or judge.
- Must be bondable.

Physical Requirements:

May be subject to sitting and working at a computer for long periods of time.

Working Environment:

Indoors with heating and cooling regulated in both a court and general office setting.

Miscellaneous Requirements:

- Must be a dependable person due to the small size of the work force.
- Must successfully complete pre-employment substance abuse testing.
- Must successfully complete pre-employment background investigation.

Selection Guidelines:

Formal application, rating of education and experience, oral interview, reference check and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

THE CITY OF REPUBLIC IS AN EQUAL OPPORTUNITY EMPLOYER.

My signature certifies that I have read the job description and can perform the essential functions of the job with or without a reasonable accommodation.

David W. Doran

Presiding Municipal Court Judge Signature

EXHIBIT C – SPECIAL PROVISIONS

1. The Presiding Municipal Court Judge, along with any other Municipal Court Judge(s), shall collectively serve as the Municipal Judge(s) for the City of Republic Municipal Court, per the schedule established by the Presiding Municipal Court Judge in consultation with the appointing authority. The schedule may include coverage of court proceedings in the event of the Presiding Municipal Court Judge or other Municipal Court Judge's inability to conduct proceedings due to vacation, attendance at various types of educational programs, illness, infirmity, disqualification, or another inability.
2. All services outside of an established schedule to be performed under this Agreement are considered demand-based services, as the City is not able to determine with exactitude in advance if and when such services will be required.
3. If the Municipal Judge assigned to a docket is unable to preside over the docket, that Municipal Judge shall notify the Presiding Municipal Court Judge far enough in advance that the Presiding Municipal Court Judge can arrange for another Municipal Judge to preside over the docket. The City shall provide as much notice as possible to a Municipal Judge not previously scheduled regarding the time schedule for services to be rendered.
4. The Presiding Municipal Court Judge shall be responsible for determining, on an ongoing and continuing basis, if any matters he/she may be handling in his/her private practice or other employment outside the scope of this Agreement create an actual or potential conflict with the City, or the appearance of a conflict with the City, in such event the Presiding Municipal Court Judge shall immediately disclose such real or apparent conflict to the City upon discovery, so the City may make an informed determination whether a waiver of conflict is appropriate and/or will be made.
5. The Presiding Municipal Court Judge shall not represent any party in a civil action against the City or in which the City is a party while this Agreement for services is in effect.
6. The Presiding Municipal Court Judge acknowledges that this is a salaried position exempt from overtime pay pursuant to the Fair Labor Standards Act, and that they shall be compensated in accord with the applicable provisions of this Agreement based upon the number of court dockets handled by him/her. In the event the Republic City Council fails or declines to appropriate the necessary funds for this Agreement, then this Agreement shall be null and void in its entirety.
7. The Presiding Municipal Court Judge will establish the number of dockets to be held each year and the schedule for the same. Unless expressly approved by the City through a written addendum/modification to this Agreement, executed by both Parties and approved by the City Council, no more than a maximum of seventy-eight (78) dockets may be scheduled or heard in a single calendar year.
8. The Presiding Municipal Court Judge will be paid a flat rate of \$500.00 per court docket, up to the maximum allowed seventy-eight (78) dockets per year. The maximum annual salary of the Presiding Municipal Court Judge shall not exceed \$39,000.00, which is based upon a

EXHIBIT C – SPECIAL PROVISIONS

maximum allowable seventy-eight (78) court dockets per year. The Presiding Municipal Court Judge shall only be paid the maximum annual salary if all 78 court dockets are worked by the Presiding Municipal Court Judge; otherwise, the Presiding Municipal Court Judge shall be paid at the applicable per docket rate for each docket worked.

9. No more than one Municipal Judge shall work any one docket. If the Presiding Municipal Judge is unable to work a docket due to vacation, attendance at various types of educational programs, absence due to illness, disqualification, or other inability to conduct proceedings, another Municipal Judge assigned to that docket shall be paid the established flat docket pay set forth herein for the docket worked.
10. The City agrees to give due consideration to an increase in salary/rate and/or other benefits for the Presiding Municipal Court Judge to the extent the City may determine it is desirable to do so on the basis of an annual salary review of said Presiding Municipal Court Judge, made at or near the time of expiration of this Agreement or the same times as similar consideration is given other City employees generally.

Republic - 2025-26 - David Doran Presiding Judge Contract-Signed by MEM and Judge (1)

Final Audit Report

2025-07-16

Created:	2025-07-16
By:	Laura Burbridge (lburbridge@republicmo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6MLtqb1tz8NZIZYnviSt4MoDDAipnt19

"Republic - 2025-26 - David Doran Presiding Judge Contract-Signed by MEM and Judge (1)" History

-  Document created by Laura Burbridge (lburbridge@republicmo.com)
2025-07-16 - 8:04:05 PM GMT
-  Document emailed to efranklin@republicmo.com for signature
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-  Email viewed by efranklin@republicmo.com
2025-07-16 - 8:22:03 PM GMT
-  Signer efranklin@republicmo.com entered name at signing as Eric Franklin
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-  Document e-signed by Eric Franklin (efranklin@republicmo.com)
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