

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT REAPPOINTING JUDGE WASHBURN AS THE CITY MUNICIPAL JUDGE FOR THE TERM JULY 1, 2018 – JUNE 30, 2020

WHEREAS, William Washburn is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

WHEREAS, the City desires that Mr. William Washburn provide such judicial services to the City.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH; THE PARTIES HAVE AGREED, AND DO HEREBY AGREE AS FOLLOWS:

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an agreement with Judge William Washburn substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty-one thousand one hundred fifty-eight dollars (\$21,158.00) per year to be paid at a rate of eight hundred eighty-one dollars and fifty-eight cents (\$881.58) per court held and completed. Mr. Washburn will be responsible for paying all taxes due on such compensation.

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Agreement.

Section 4. This Ordinance shall be in full force and effect from and after the date of passage and approval by the Mayor.

READ FIRST TIME: June 21, 2018

READ SECOND TIME: June 21, 2018

I hereby certify that the above Ordinance No. 18.34 was duly passed on June 21, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	6	Nays:	0
Abstain:	0	Absent:	0

This Ordinance is hereby transmitted to the Mayor for his signature.

June 22, 2018
Date

Cynthia Lambert
Cynthia Lambert, City Clerk

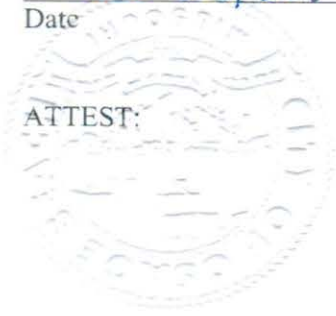
Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.34

June 25, 2018
Date

ATTEST:



John Olivarri
John Olivarri, Mayor

Cynthia Lambert
Cynthia Lambert, City Clerk

MUNICIPAL DIVISION JUDICIAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is dated effective as of the 1st day of July 2018, by and between the City of Osage Beach ("City"), and William Washburn (Mr. Washburn), a professional attorney practicing in Miller County, Missouri.

WHEREAS, William Washburn is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

WHEREAS, the City desires that Mr. William Washburn provide such judicial services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. Term of Appointment. The Mayor appoints and the Board of Aldermen confirm Mr. Washburn for a period commencing on the effective date hereof and continuing for a term of two (2) years as Judge of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Mr. Washburn hereby accepts such appointment and agrees to perform the services hereinafter described, all upon the terms and conditions herein stated.

2. Scope of Services to be Provided. Mr. Washburn is hereby appointed as Municipal Court Judge, and will be responsible for all Municipal Court proceedings, supervision of the activities of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties, and the discharge of other duties of the Municipal Court Judge as required by law. In the discharge to his duties as Municipal Court Judge, Mr. Washburn shall comply with all the laws of the State of Missouri and in particular the Supreme Court Rules, specifically the Rules Governing the Missouri Bar and the Judiciary, Rule 2 - Code of Judicial Conduct. Mr. Washburn shall ensure that the Osage Beach Municipal Division is current with all requirements of SB 5 as passed and signed by the Governor of Missouri on July 9, 2015, effective August 28, 2015, and all court reforms applying to Municipal Division Courts and shall ensure that all reports required for the operation of the Municipal Divisions are also copied to the City Clerk for City record.

3. Fees. For the services rendered pursuant to this Agreement, Mr. Washburn will submit an invoice to the City for monthly services. Mr. Washburn will be paid on a monthly basis and will receive a Form 1099 at the end of the year. The salary will be paid based on a per court session held and completed at a rate of \$881.58 per session; not to exceed an annual amount paid of \$21,158.00. Mr. Washburn will be responsible for paying all taxes due on such compensation.

4. Professional Training. Mr. Washburn agrees to attend all required continuing municipal legal education training sessions, at his own cost and expense, and will provide documentation of said training to the City upon request.

5. Independent Contractor. In performing the services herein specified, Mr. Washburn is acting as an independent contractor, and shall not be considered an employee of the City.

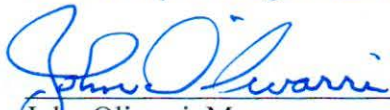
6. Termination.

6.1 Disability. If, during this Agreement, Mr. Washburn shall be prevented for a continuous period of two months from performing his duties by reason of disability, the City may terminate the Agreement, in which event Mr. Washburn shall receive any compensation earned or accrued to the date of the termination of this agreement.

6.2 Voluntary Termination. Notwithstanding herein to the contrary, Mr. Washburn may elect to terminate this Agreement, upon notice to the City of at least ninety (90) days by Mr. Washburn.

7. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or earlier termination of this Agreement.

For the City of Osage Beach



John Olivarri, Mayor

6-25-18
Date



William Washburn

6-25-18
Date