



AGREEMENT FOR REAPPOINTMENT, RENEWAL, AND AMENDMENT

This Agreement for Reappointment, Renewal, and Amendment (“Agreement”) is entered into by and between the City of Republic, Missouri, a Missouri constitutional charter city (“City”), and David Doran (“Municipal Judge” or “Presiding Municipal Court Judge”) (together, the “Parties”).

The City and David Doran are parties to an executed Agreement for Services – Presiding Municipal Court Judge for the 2025–2026 term, with attached exhibits, including Exhibit A (Wage and Benefit Statement), Exhibit B (Job Description), and Exhibit C (Special Provisions) (the “Original Agreement”).

Under the City’s Charter, the Mayor, with the advice and consent of a majority of the entire City Council, has the power to appoint the Municipal Judge and designate a Presiding Judge for the Municipal Division, and the City Council approves agreements and appropriations consistent with the Charter and City Code.

Section 479.020.1, RSMo, requires each Municipal Judge to be selected for a term of not less than two (2) years. City Code § 130.040 requires the Municipal Judge to serve under a written agreement approved by majority vote of the City Council and executed by the City and the Municipal Judge, with reappointment for successive terms subject to the same process.

The Mayor has reappointed David Doran to continue to serve as Presiding Municipal Court Judge for a new two-year term, and the City Council has given its advice and consent to the reappointment, approved and authorized this Agreement, and authorized the Mayor to execute it on behalf of the City.

1. Incorporation of Original Agreement; Exhibit 1. The Parties incorporate the Original Agreement in full by reference without restating its terms. The complete, executed Original Agreement (including all exhibits) is attached as Exhibit 1 to this Agreement and made part hereof.
2. Purpose; Approvals; City Code § 130.040.
 - 2.1. This Agreement documents (a) the Mayor’s reappointment of David Doran as Presiding Municipal Court Judge for the new fixed term stated below and (b) the City Council’s advice and consent to the reappointment and its approval and authorization of this Agreement.
 - 2.2. This Agreement constitutes the written agreement required by City Code § 130.040 for the two-year term stated in Section 3.1.
3. Term; Compensation.

- 3.1. The Parties agree to a new fixed two-year term commencing on the Effective Date and ending on the day immediately preceding the second anniversary of the Effective Date, subject to applicable law, appropriations, and the termination provisions as amended below.
- 3.2. For compensable services performed on or after the Effective Date during the remainder of the existing term, the Presiding Municipal Court Judge shall be paid biweekly at a flat rate of \$500.00 for each court docket personally worked. No more than seventy-eight (78) dockets may be scheduled or heard in a calendar year without a written amendment approved by the City Council, and the Presiding Municipal Court Judge's annual compensation shall not exceed \$39,000.00. No more than one Municipal Judge shall be compensated for any docket. If another Municipal Judge presides over a docket in place of the Presiding Municipal Court Judge, that Municipal Judge shall receive the applicable docket payment, and the Presiding Municipal Court Judge shall not be compensated for that docket, consistent with City appropriations and applicable law. Any wage or benefit matters not expressly modified herein remain governed by the Original Agreement as adopted under Section 4.1.

4. Ratification; Limited Amendments.

- 4.1. Except as expressly amended by this Agreement, the Original Agreement (including all exhibits) is adopted and made applicable for the new term.
- 4.2. The Parties agree that the following provisions of the Original Agreement are amended solely to implement the necessary legal clarifications identified for this renewal cycle, preserving judicial independence and compliance with Missouri law, the Missouri Sunshine Law, court rules, judicial ethics, and City Charter/Code requirements.

4.2.1. Section 2.a of the Original Agreement as follows:

“Municipal Judge will provide the services described in Exhibit B. In performing adjudicative and judicial functions, the Municipal Judge acts independently and is not subject to supervision or direction by City administrative personnel. Administrative coordination with the City Administrator or designee may occur for non-adjudicative, court-administration logistics (e.g., facilities, scheduling support, budgeting interfaces) consistent with court rules and judicial ethics.”

4.2.2. Section 1.c of the Original Agreement as follows:

“City may conduct annual performance reviews limited to non-adjudicative administrative matters (e.g., docket administration, reporting timeliness, coordination on budgeting and facilities). Reviews shall not address judicial decision-making, case outcomes, or other adjudicative functions.”

4.2.3. Section 3.b and Section 3.c of the Original Agreement as follows:

“(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 Just Cause upon written notice stating the grounds, with a reasonable opportunity for the Municipal Judge to respond in writing before termination becomes effective, except where immediate suspension or removal is required by law or court order. ‘Just Cause’ is defined in subsection (c). Any termination by the City must be authorized in the manner required by the City Charter and City Code. In either event, final payment to the Municipal Judge shall be limited to services provided by the Municipal Judge as of the effective date of termination. This Agreement shall terminate automatically upon the termination of funding in the City’s budget for this work, to the extent permitted by applicable law.

(c) Just Cause. ‘Just Cause’ means: (1) material breach of this Agreement (after written notice and reasonable opportunity to cure where curable); (2) loss, suspension, or ineligibility of licensure required to serve; (3) willful misconduct, gross neglect of non-adjudicative duties, or material violation of applicable law, court rules, or judicial canons; (4) conviction of, or plea to, a felony or crime of moral turpitude; (5) persistent failure to perform non-adjudicative administrative responsibilities after written notice and reasonable opportunity to cure; or (6) other grounds for removal or vacancy established by applicable law.”

4.2.4. Add the following paragraph at the end of Section 3.e of the Original Agreement:

“City’s ownership or confidentiality claims do not extend to court records, judicial orders, opinions, or materials governed by Missouri court rules, judicial ethics, or applicable law. Access to and disclosure of such materials are governed by Chapter 610, RSMo, to the extent applicable, applicable court rules, judicial ethics, and lawful orders. Nothing herein requires disclosure contrary to law or court rule, nor restricts disclosure required by law.”

4.2.5. The last sentence of Section 1.a of the Original Agreement as follows:

“All work for which the Municipal Judge seeks payment must be entered into the City’s approved time/payroll system. The entries shall use non-case-specific descriptions sufficient for payroll and auditing without disclosing confidential information, case identifiers, or details of adjudicative work, and shall comply with applicable court rules, judicial ethics, and law.”

4.2.6. A new subsection 3.g:

“This Agreement is subject to lawful appropriation and available funds. No term shall mandate payment or funding beyond amounts lawfully appropriated and available for the applicable fiscal period. This renewal is prospective only and has no retroactive contractual effect.”

4.2.7. A new subsection 3.h:

“Nothing in this Agreement requires the City to indemnify, defend, or hold harmless the Municipal Judge or any third party, or to waive sovereign, governmental, or official immunity, statutory caps, defenses, or other legal protections. The City expressly reserves all governmental powers and legal protections.”

4.2.8. A new subsection 3.i:

“Each Party shall bear its own attorneys’ fees and costs arising out of or related to this Agreement and its performance, except as may be otherwise required by applicable law or court order.”

4.2.9. A new subsection 3.j:

“This Agreement is not effective and does not bind the City unless and until it is approved as required by the City Charter/Code and is fully executed by authorized City officials. This Agreement applies only to services performed on or after the Effective Date. This Agreement shall be administered in compliance with the City Charter/Code, applicable ordinances, and purchasing/appropriation requirements.”

5. Order of Precedence. In the event of any conflict between this Agreement and the Original Agreement (including exhibits), this Agreement controls. The City’s standard addendum provides that addendum terms control in the event of conflict unless the City agrees otherwise in writing.
6. Effective Date; No Retroactive Contractual Effect. This Agreement becomes effective upon the last date of signature and upon all required City approvals. It has no retroactive contractual effect and does not create or alter contractual rights or obligations for any period prior to the Effective Date. Nothing in this Agreement determines any right or obligation arising independently by operation of law from the Municipal Judge’s continued tenure or service before the Effective Date.
7. Miscellaneous.
 - 7.1. Except as expressly amended, all terms of the Original Agreement remain unchanged and in effect for the new term.
 - 7.2. This Agreement may be executed in counterparts and by electronic signatures to the same effect as originals.
 - 7.3. This Agreement is governed by Missouri law with venue in Greene County, Missouri, consistent with the Original Agreement.

This Agreement is not binding on the City unless and until approved as required by the City Charter/Code and executed by duly authorized City officials.

City of Republic, Missouri:

By:

_____ Signature	_____ <u>Mayor</u> Title
_____ Eric Franklin Printed Name	_____ Date

Approved as to Form:

By:

_____ Signature	_____ <u>City Attorney</u> Title
_____ Justin T. Rogers Printed Name	_____ Date

Municipal Judge:

By:

_____ Signature	_____ Municipal Judge Title
_____ David Doran Printed Name	_____ Date