AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, Missouri, a municipal corporation, hereinafter called the "City", and Charles Lonardo, hereinafter called "Lonardo" or "Associate Judge".

W I T N E S S E T H :

WHEREAS, it is the desire of the City Council and the Municipal Judge to secure and retain the services of the Associate Municipal Judge on a part-time contractual basis; and,

WHEREAS, City finds Lonardo qualified to serve as Associate Municipal Judge as provided by Section 9.02 of the Home Rule Charter of the City of Joplin; and,

WHEREAS, City desires to contract with Lonardo to perform part-time services as Associate Municipal Judge of the City of Joplin; and,

WHEREAS, Lonardo desires to contract with the City of Joplin as part-time Associate Municipal Judge of said City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Duties. City agrees to employ Lonardo as Associate Municipal Judge of the Municipal Court of the City of Joplin, Missouri, to perform the functions and duties of the office of Associate Municipal Judge as set forth by law, ordinance, and the City Charter, and to perform such other legally permissible and proper duties and functions as the Municipal Judge shall from time-to-time assign to the Associate Municipal Judge. The Associate Municipal Judge shall be appointed in accordance with Section 42-52 of

the Joplin City Code. The Associate Municipal Judge shall act at such times as requested by the Municipal Judge, or when the Municipal Judge is absent or unable to serve in his official capacity.

2. Term.

(a) The parties recognize and agree that Lonardo is hired as Associate Municipal Judge for a term of one (1) year. Thereafter, the services of Lonardo as Associate Municipal Judge shall continue for successive one (1) year terms, renewed automatically, in exchange for the compensation herein described and upon the terms and conditions of this Agreement, contingent upon the annual budgeting of funds by the Council of the City, unless modified or amended by both City and Lonardo in writing, or unless this Agreement is terminated pursuant to Section 8. herein.

(b) Either party may terminate this Agreement pursuant to Section 8. herein.

3. Compensation. The City agrees to pay Associate Municipal Judge for his services rendered pursuant hereto a monthly salary of Five Hundred Dollars ($500.00) per month, payable in installments at the same time as other employees of the City are paid; provided further, if the employment of Lonardo as Associate Municipal Judge shall be terminated at any time pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, or to Section 8. of this Agreement, or if Lonardo shall be unable to perform his duties because of death or incapacity, or if Lonardo shall voluntarily resign at any time from his position with the City, then in such event Lonardo shall be entitled only to that portion of his annual base salary as shall be due upon the effective date of his death, incapacity, removal, or resignation. The parties hereto further understand and

agree that Lonardo is currently contracted to serve as Associate Municipal Judge and that the salary contemplated hereunder shall be effective as of the 7th day of December, 2020. At the time of this Agreement, Lonardo anticipates performing his duties one to two days each month and while the Municipal Judge takes any vacation or is otherwise unavailable. As an independent contractor, Lonardo is not eligible for benefits through the City.

4. Hours of Work. It is recognized that the Associate Municipal Judge is a part-time contractual employee of the City and he shall devote adequate time to the duties of his office so that he shall fulfill the requirements of the job in a professional and workmanlike manner.

5. Continuing Legal Education. City agrees that the Associate Municipal Judge may attend continuing legal education (CLE) training programs and related programs for Associate Municipal Judges as provided in the yearly Budget.

6. Other Terms and Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Associate Municipal Judge, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, or any other law.

7. Limitations – State and Federal Law. Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made by the City are subject to any valid limitation placed thereon

by the Constitutions of the United States of America or State of Missouri, and all statutes, laws, or judicial decisions of the State of Missouri and the United States of America.

8. Termination.

(a) The City Council of the City of Joplin, Missouri, may terminate this Agreement pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, and remove Lonardo from office at any time for cause by a two-thirds (2/3rds) vote of the Council after a hearing before the Council;

(b) After the expiration of the initial one (1) year term, or any renewal terms, either party may terminate this Agreement, without cause, upon written notice of the intent to terminate given at least sixty (60) days prior to the expiration of any one-year (1) term;

(c) Lonardo may voluntarily resign his position as Associate Municipal Judge at any time by giving at least sixty (60) days' notice.

9. Non-Delegation. This Agreement shall be binding upon and inure to the benefit of the personal representatives and heirs of the Associate Municipal Judge; provided however, this is an agreement for personal services, and the duties required of Lonardo shall not be assigned or delegated except as provided in Section 6. of this Agreement, or as otherwise required by law.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

13. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

14. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

15. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of

Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Ryan D. Stanley, and duly attested by Barbara Gollhofer, City Clerk, and Associate Municipal Judge Charles Lonardo, has signed and executed this Agreement, in duplicate, the day and year first above written.

ASSOCIATE MUNICIPAL JUDGE

By: _____
Charles J. Lonardo

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney