

AN ORDINANCE

approving an Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Tom Loraine, for independent investigative services to be performed on behalf of the City; and authorizing the Mayor to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Tom Loraine for independent investigative services, a true and accurate copy of the same being attached hereto and incorporated herein, be, and the same is, hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

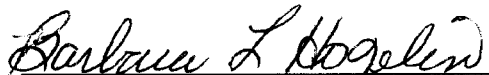
Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety and payment of current expenditures of city government, is an emergency within the meaning of Sections 2.12(1) and 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 11th day of November, 2013, by a vote of 9-0.



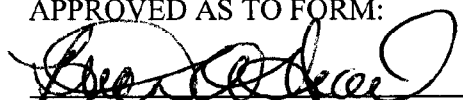
Melodee Colbert-Kean, Mayor

ATTEST:



Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:



Brian W. Head, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of November 2013, by and between the City of Joplin, State of Missouri, a Municipal Corporation, hereinafter called the "City" and Tom Loraine, hereinafter called "Loraine" or "Investigator".

WITNESSETH:

WHEREAS, City, desires to employ the services of Loraine as an independent third party investigator;

WHEREAS, it is the desire of the City to have Loraine perform an independent investigation into three (3) issues:

1. The conduct of Mayor pro tem Scarce involving lease of a building to an individual later convicted of "bookmaking". Specifically, it is the desire of the City that Loraine request the file held by the Federal Bureau of Investigations regarding Mr. Scarce's conduct and provide a report of the same to the Council.

2. The facts and circumstances surrounding the release of information related to Mr. Scarce's conduct, including, but not limited to, the handwritten "note" referenced by Mr. Scarce in City Manager Rohr's handwriting.

3. The facts, circumstances, and ethical considerations surrounding the involvement of Council Member Woolston with Mr. Charlie Kuehn / Four State Homes, its subsidiaries and related entities, and the City's Master Developer, Wallace Bajjali, with respect to the purchase, sale, or leasing of real estate for current or future development.

WHEREAS, Loraine desires to accept this investigative position.

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

Section 1. Duties.

City agrees to employ Loraine as an independent, third party investigator and Loraine

shall have complete and unfettered control and discretion to conduct the investigation as he sees fit. The investigation shall have the general direction to look into the issues described herein above. Loraine shall submit written findings and conclusions to the City Council on the issues investigated, and this document shall be an open record made available under the Missouri Sunshine Laws. Such findings shall include conclusions concerning any ethical or criminal violations.

Section 2. Term.

(a) Loraine shall make reasonable efforts to complete his investigation by December 31, 2013.

Section 3. Salary.

City agrees to pay Loraine for his services rendered pursuant hereto an hourly rate of \$175/hour not to exceed Forty Thousand Dollars (\$40,000.00). In addition, City agrees to pay Loraine an amount not to exceed Five Thousand Dollars (\$5,000.00) for out-of-pocket expenses. In the event that Loraine finds that the cost of the investigation will exceed the amounts listed herein above, he shall first request additional authority from the Council of the City of Joplin.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: Melodee Colbert-Kean
Melodee Colbert-Kean,
Mayor

ATTEST:

Barbara L. Hogelin
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head
Brian W. Head, City Attorney

INVESTIGATOR

A handwritten signature in black ink, appearing to read "Tom Loraine", written over a horizontal line.

Tom Loraine,
Loraine and Associates