

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** confirming an agreement with Bruce Trammell of Lee's Summit, Missouri to provide fiscal officer services for the use and benefit of Jackson County Drug Task Force operations, at an actual cost to the County in the amount of \$15,000.00 and authorizing the Director of Finance & Purchasing to make payments thereunder.

**RESOLUTION #17231**, March 29, 2010

**INTRODUCED BY** Dennis Waits, Henry Rizzo, Dan Tarwater , Scott Burnett, and James D. Tindall, County Legislators

WHEREAS, by Resolution 11689, dated April 8, 1997, the Legislature did establish a multi-jurisdictional drug enforcement group ("MEG") pursuant to Chapter 195, Revised Statutes of Missouri and authorized the execution of an agreement with various law enforcement agencies within Jackson County; and,

WHEREAS, under the terms of an agreement, dated December 31, 1997 ("1997 Agreement"), the day-to-day activities of the Jackson County Drug Task Force ("JCDF") are monitored by a Board ("JCDF Board") established under the JCDF constitution and by-laws; and,

WHEREAS, the Director of Finance & Purchasing was authorized to make all payments required under the 1997 Agreement, provided funds for this purpose were appropriated in the then current Jackson County budget; and,

WHEREAS, the 1997 Agreement and the JCDF constitution and by-laws did not make

specific provisions for the authority for the execution of contracts for non-law enforcement services; and,

WHEREAS, the JCDF Board has recommended and authorized the execution of an Agreement with Bruce Trammell of Lee's Summit, MO, for fiscal services for the use and benefit of JCDF operations for a term commencing January 1, 2010 and ending on December 31, 2010, payable at the rate of \$1,500.00 per month at a total cost to the County not to exceed \$15,000.00; and,

WHEREAS, sufficient funding is available in the 2010 budget for the operations of the JCDF and for the payment of the Agreement; and,

WHEREAS, by County Counselor Opinion #73-54, the Legislature may, by Resolution, confirm an agreement and authorize its payment by the Director of Finance & Purchasing from budgeted funds; and,

WHEREAS, the Agreement with Bruce Trammell of Lee's Summit, MO is in the best interests, health, welfare and safety of the County and its citizens and is in support of an authorized law enforcement program; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Agreement with Bruce Trammell of Lee's Summit, MO is confirmed for payment of an amount not to exceed \$15,000.00 under the terms and conditions of said Agreement in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Amela Zeller  
Deputy/Assistant County Counselor

W.M.G. Sinden  
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17231 of March 29, 2010, was duly passed on March 29, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

3.29.10  
Date

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4151 56790

ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Jackson County Drug Task Force  
Other Contractual Services

NOT TO EXCEED: \$15,000.00

March 29, 2010  
Date

[Signature]  
Director of Finance and Purchasing



## Agreement

This agreement is made and entered into this 1<sup>st</sup> day of January, 2010 by and between the Jackson County Drug Task Force (hereinafter "Task Force") and Bruce Trammell, an individual currently residing at 1043 NW High Point Drive, Lee's Summit, Missouri 64081 (hereinafter "Fiscal Officer").

WHEREAS, the Task Force desires to contract with the independent contractor in its operation and wish's to acquire and to be assured of independent contractor's services as a Fiscal Officer and on the terms and conditions hereinafter set forth;

WHEREAS, Fiscal officer desires to perform and serve for the Task Force on the terms hereafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the parties, intending legally bound, agree as follows:

1. Professional Services. The Task Force hereby contracts with Fiscal Officer, and Fiscal Officer hereby agrees to serve the Task Force on the terms and conditions herein.
2. Terms. Fiscal Officer's term of employment as independent contractor shall begin on January 1, 2010 and end on December 31, 2010. This agreement may be extended by mutual agreement of both parties.
3. Compensation. (a) During the period of his employment, Fiscal Officer shall be paid an annual rate of \$15,000.00, paid monthly at \$1,250.00. Said compensation shall not be subject to tax

withholding by the Task Force. Fiscal Officer shall submit a monthly billing payable within fifteen (15) days.

(b) As an independent contractor, and not an employee of the Task Force, Fiscal Officer shall not be entitled to benefits not expressly set forth herein.

(c) The relationship created by this agreement is that of an independent contractor and not one of employment between the parties. Each party shall pay its own taxes.

4. Termination of Employment. (a) The Task Force and the Fiscal Officer agree that the Fiscal Officer serves at the will and discretion of the Task Force, and its' Board of Directors. Termination of services must be effected by providing written notice to the Fiscal Officer.

(b) The Fiscal Officer may terminate the employment with the Task Force at any time for any reason by serving written notice upon the Task Force or mailing same to the last-known address.

(c) Fiscal Officer may, at the direction of the Task force, continue to receive compensation hereunder for thirty (30) days from the notice of termination if he is terminated by written notice.

5. Confidential Information. Except as required in his duties to the Task Force, Fiscal Officer agrees that he will never, directly or indirectly, use, disseminate, disclose, lecture upon or publish articles concerning confidential information disclosed to the Fiscal Officer or known by the Fiscal Officer as a consequence of or through his employment by the Task Force.

6. Governing Law. This agreement shall be construed in accordance with and shall be governed by, the laws of the State of Missouri (except for the conflict of law provisions thereof).

7. Entire Agreement. This instrument contains the entire understanding and agreement between parties relating to the subject matter hereof, and neither this agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge, or termination is sought.

8. Provisions Severable. In case any one or more of the provisions of this agreement shall be invalid, illegal or unenforceable in any respect, or to the extent, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

9. Notices. Any notices required or permitted to be given under the provisions of the Agreement shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received on date of personal delivery or two (2) days after deposited in the United States mail at the address specified above or any other address which such party shall request in writing.



INDEPENDENT CONTRACTOR

JACKSON COUNTY DRUG

TASK FORCE

By Bruce Trammell

By Jim Jones

Independent Contractor

Chairman

Social Security Number 497-52-2485