

043 5/22/10

Res. 17211

**AGREEMENT
JANITORIAL AND CLEANING SERVICES**

This agreement is made and entered into this 21st day of January, 2010, by and between the Jackson County Drug Task Force (hereinafter the "Task Force") and Superior Commercial Contracting L.L.C., P.O. Box 6957, Lee's Summit, MO 64064.

WHEREAS, the Task Force desires to contract with Superior Commercial Contracting L.L.C. for janitorial and cleaning services according to the terms and conditions hereinafter set forth; and

WHEREAS, Superior Commercial Contracting L.L.C. desires to perform and serve the Task Force by providing services according to the terms hereinafter set.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the party intending legally to be bound agrees as follows:

1. Services

The Task Force hereby contracts with Superior Commercial Contracting L.L.C. and Superior Commercial Contracting L.L.C. hereby agrees to serve the Task Force on the terms and conditions contained herein. Superior Commercial Contracting L.L.C. agrees to perform the services as more clearly set out in Exhibit A, which is attached hereto and incorporated herein.

2. Term

The term of this agreement shall begin on January 1, 2010 and end on December 31, 2010. This agreement may be extended by mutual agreement of the parties under the same terms and conditions.

3. Compensation

FILED

APR 06 2010

MARY JO SPINO
COUNTY CLERK

(a) During the period of this agreement, Superior Commercial Contracting L.L.C. shall be paid a total annual amount of \$8,034.00, which will be paid in monthly installments of \$669.50. Said compensation shall not be subject to tax withholding by the Task Force. Superior Commercial Contracting L.L.C. shall pay its own taxes and nothing in this agreement shall be construed as imposing a tax obligation on the part of the Task Force. Superior Commercial Contracting L.L.C. shall submit a bill monthly payable within fifteen (15) days.

(b) As an independent contractor, and not an employee of the Task Force, Superior Commercial Contracting L.L.C. shall not be entitled to any benefits not expressly set forth herein.

4. Relationship Between the Parties

The relationship created by this agreement is that of independent contractor and not of employment between the parties.

5. Termination of the Agreement

(a) The Task Force may terminate this agreement at any time for any reason by serving written notice upon Superior Commercial Contracting L.L.C. to the last known address as listed in the opening paragraph of this agreement.

(b) Superior Commercial Contracting L.L.C. may terminate this agreement at any time for any reason by serving written notice to the Officer in Charge of the Drug Task Force, P.O. Box 392, Blue Springs, MO 64015.

(c) Superior Commercial Contracting L.L.C. may, at the direction of the Task Force, continue to receive compensation hereunder for thirty (30) days from written notice of termination.

d) Following termination of this agreement, the Task Force shall have no further liability to Superior Commercial Contracting L.L.C.

6. Confidential Information

Except as required by duties to the Task Force, Superior Commercial Contracting L.L.C. agrees to never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any confidential information known to Superior Commercial Contracting L.L.C. because of, or as a consequence of work performed for the Task Force.

7. Governing Law

This agreement shall be construed with and shall be governed by the laws of the State of Missouri.

8. Entire Agreement

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

9. Provisions Severable

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

10. Notices

Any notices required or permitted to be given under the provisions of this agreement shall be in writing and delivered personally or by certified mail, return receipt requested, postage

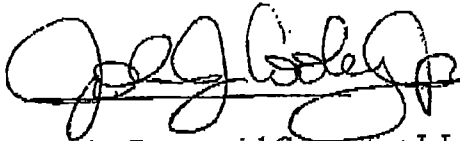
prepaid, and have been deemed to have been received on the date of personal delivery or two (2) days after deposited in the United states mail at the address specified above or any other address which such party shall request in writing.

11. Evaluation

The Officer in Charge of the Task Force shall be responsible for evaluating the services performed by Superior Commercial Contracting L.L.C. on a quarterly basis.

Authorized Signatures:

By:



Superior Commercial Contracting L.L.C.
Federal Tax I.D. No. 20-5741752

Jackson County Drug Task Force

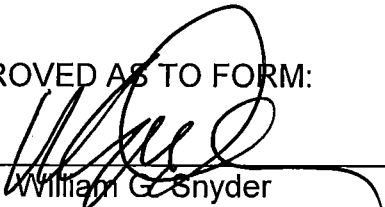
By:



Officer In Charge

APPROVED AS TO FORM:

By



William G. Snyder
Acting County Counselor

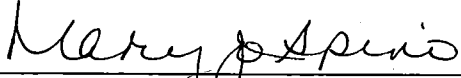
JACKSON COUNTY, MO

By



Michael D. Sanders
County Executive

ATTEST BY:



Mary Jo Spino, Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 8,034.00 which is hereby authorized.

April 1, 2010
Date


Director of Finance and Purchasing

Acct. # 008 4151 56730

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