

## 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.

**FILED**

APR 02 2010

MARY JO SPINO  
COUNTY CLERK

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 [Signature]

Independent Contractor

Chairman

Social Security Number 497-52-2485

APPROVED AS TO FORM:

By [Signature]  
William G. Snyder  
Acting County Counselor

JACKSON COUNTY, MO

By [Signature]  
Michael D. Sanders  
County Executive

ATTEST BY:

Mary Jo Spino  
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 \$ 15,000.<sup>00</sup> which is hereby authorized.

April 2, 2010  
Date

[Signature]  
Director of Finance and Purchasing  
Acct. # 008-4151-56790

4151 2010 005