

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20425

Sponsor(s): Ronald E. Finley

Date: May 11, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Resolution authorizing \$5,000.00 within the Prosecutor's Office 2020 General Fund to extend and cover costs associated with Zamkus and Associates LLC for governmental consulting services.</u>													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="354 531 1442 861"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$5,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$10,000.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$15,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$15,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM General Fund 001-4101-56020 Legal Services</td> <td>\$5,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____		Amount authorized by this legislation this fiscal year:	\$5,000.00	Amount previously authorized this fiscal year:	\$10,000.00	Total amount authorized after this legislative action:	\$15,000.00	Amount budgeted for this item * (including transfers):	\$15,000.00	Source of funding (name of fund) and account code number:		FROM General Fund 001-4101-56020 Legal Services	\$5,000.00
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FROM General Fund 001-4101-56020 Legal Services	\$5,000.00													
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 816-881-3369													
REQUEST SUMMARY	This resolution authorizes \$5,000 from the Jackson County Prosecutor's Office to extend and cover costs associated with Zamkus and Associates LLC for governmental consulting services. Contract extension to cover May 5, 2020-June 4, 2020.													
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals													
ATTACHMENTS														
REVIEW	Department Director: <u>Jean Peters Baker</u> Date: <u>4/24/20</u> Finance (Budget Approval): <u>APPROVED</u> Date: _____ If applicable <u>By Mark Lang at 4:24 pm, Apr 24, 2020</u> Division Manager: <u>County Administrator:</u> <u>Troy Schutte</u> by <u>[Signature]</u> Date: <u>5-7-2020</u> County Counselor's Office: <u>Bryan County</u> Date: <u>5/7/20</u>													

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

This Governmental Consulting Services Agreement is entered into on this 21st day of January 2020, by and between **Zamkus and Associates, L.L.C** with their principal office located at 1320 Elmerine Avenue Jefferson City, MO 65101 (Consultant) and **Jackson County, Missouri** with a principal office located 415 East 12th Street, Kansas City, Missouri 64106:

WHEREAS, while Jackson County, Missouri, is the party entering into the Governmental Consulting Services Agreement, the agreement is for governmental consulting services on behalf of the Jackson County Prosecuting Attorney's Office, with a principal office located at 415 E. 12th Street, Kansas City, Missouri 64106 (Client); and

WHEREAS, the Prosecuting Attorney is executing this Agreement under the authority granted in Article V, Section 3 of the 2010 Jackson County Charter; and

WHEREAS, Consultant is engaged in the business of providing governmental consulting services; and

WHEREAS, Client has a significant interest in potential modifications to the State of Missouri's criminal laws; and

WHEREAS, Consultant has been retained by Jackson County, Missouri, to provide governmental consulting services for the Jackson County Prosecuting Attorney's Office, and Consultant will register with the Missouri Ethics Commission to represent the Jackson County Prosecuting Attorney's Office prior to providing the governmental consulting services described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client's desire to monitor legislation actions which would have an impact on the Client's specific business interests.

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from January 21, 2020, through March 20, 2020. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant.
4. **Compensation.** In consideration of the professional services to be provided by the Consultant as outlined in Appendix A of this document, for the time period of January

21, 2020 through March 20, 2020, Jackson County, Missouri, shall pay the Consultant five thousand dollars (\$5,000) per month payable on the last day of each month for the term of the contract for a total contract price of ten thousand dollars (\$10,000).

5. **Nondisclosure.** Consultant and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement. Consultant and Client acknowledge that Client is a public entity and further acknowledge that Client will comply with all mandatory disclosure laws, including Chapter 610, RSMo.
6. **Disclosure.** Consultant and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant on behalf of Client. Consultant shall immediately notify Client if Consultant deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Conflicts.** Consultant represents and warrants that no other party has or will have exclusive rights to the services Consultant shall perform pursuant to this Agreement and Consultant is not compromising and will not compromise any rights or trust relationships between any other party and Consultant, or create any other conflict of interest, or any possibility thereof for Consultant or Client.
9. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or

portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

10. **Employee Verification.** Pursuant to Section 285.530.1, RSMo., Consultant assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Consultant shall sign an affidavit, attached hereto and incorporated herein as Appendix B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

CONSULTANT

Jason Zamkus/Principal
ZAMKUS & ASSOCIATES, LLC
1320 Elmerine Avenue
Jefferson City, MO 65101
(573) 291-6180
jzamkus@gmail.com

CLIENT

Jackson County Prosecutor's Office
Jean Peters Baker
415 East 12th Street
Kansas City, MO 64106
(816) 881-3555

12. **Effectiveness; Date.** This Agreement will become effective upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party's signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

ZAMKUS & ASSOCIATES, L.L.C.

Signature: _____

Name: _____

Title: _____

Date: _____



Jason Zamkus
Attorney at Law/Principal
1/21/20

JACKSON COUNTY, MISSOURI

Signature: _____

Name: _____

Title: _____

Date: _____

Jean Peters Baker
Jean Peters Baker
Prosecutor
1/22/20

Signature: _____

Name: _____

Title: _____

Date: _____

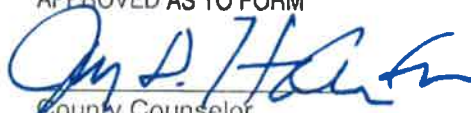
Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM


County Counselor

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 **\$10,000** which is hereby authorized.

1-23-2020
Date



Director of Finance and Purchasing
Account No. **001-4101-56020**

PC 41012020001 A

General Deliverables - Appendix A

- Monitor and advocate in support and in opposition of legislation relating to the enforcement of criminal laws as directed by the client;
- Identify and track appropriations to fund the enforcement of the State of Missouri's criminal laws;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may impact the Jackson County Prosecutor's Office;
- Facilitate meetings with key decision makers and staff regarding regulatory and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.

ZAMKUS & ASSOCIATES, L.L.C.

JACKSON COUNTY, MISSOURI

Signature:



Signature:

Jean Peters Baker

Name:

Jason Zankus

Name:

Jean Peters Baker

Title:

Principal

Title:

Prosecutor

Date:

1/21/20

Date:

1/22/20

Appendix B
WORK AUTHORIZATION AFFIDAVIT

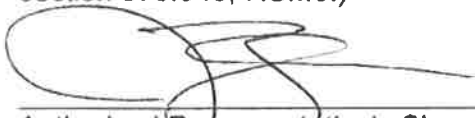
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Zamkus and Associates, LLC**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and **Zamkus and Associates, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature
Principal

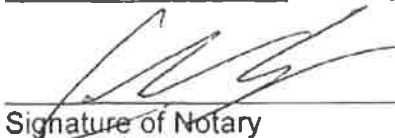
Title

Jason Zamkus

Printed Name
1/22/20

Date

Subscribed and sworn before me this 22nd day of January, 2020. I am commissioned as a notary public within the County of Cole, State of Missouri, and my commission expires on 7-19-2020.



Signature of Notary

1-22-2020

Date



CHRISTOPHER SCHAPPE
My Commission Expires
July 19, 2020
Cole County
Commission #12380189