

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. 12<sup>th</sup> 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

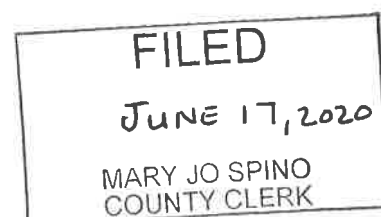
**WHEREAS**, Consultant is engaged in the business of providing governmental consulting services; and

**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](mailto: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: [Signature]  
Name: Jason Zamkus  
Title: Attorney at Law/Principal  
Date: 1/21/20

JACKSON COUNTY, MISSOURI

Signature: Jean Peters Baker  
Name: Jean Peters Baker  
Title: Prosecutor  
Date: 1/22/20

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM  
[Signature]  
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 4101200001 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 Zamkus

Name:

Jean Peters Baker

Title:

Principal

Title:

Prosecutor

Date:

1/21/20

Date:

1/22/20

**Appendix B**  
**WORK AUTHORIZATION AFFIDAVIT**

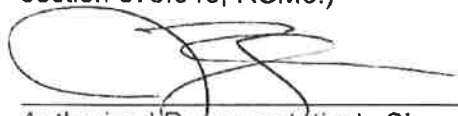
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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 22<sup>nd</sup> 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

