



To: Tarrant County Commissioner, Precinct 4, Manny Ramirez

From: Randle Meadows

Date: 06/23/2023

Re: Contract for Public Safety Policy Advisor and Commissioner Liason

Welcome to the Guardian Public Strategies family of clients. Attached are the “Memorandum of Agreement,” “Information Page,” and “Payment Page” that need to be filled out completely, signed, and returned to the address on this letterhead. Should you desire an original copy, please send two signed copies of the “Memorandum of Agreement,” and a countersigned copy will be returned to you.

Upon receipt of this signed “Memorandum of Agreement” you will be invoiced for an Initial Signing Fee according to the attached Fee Sheet. Please note that initial fees, monthly consulting fees, win bonuses, and all other fees not for an individual marketing project as described in this contract will be charged to the account provided by you on the “Payment Page.” More information on fees can be found in Article III.

Thank you for choosing Guardian Public Strategies.

Randle Meadows
President, Guardian Public Strategies

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made as of the date executed below, by and between Tarrant County (“CLIENT”) and GUARDIAN PUBLIC STRATEGIES (“GPS”). GPS appreciates the opportunity to serve you.

ARTICLE I: GPS’S RESPONSIBILITIES

These and other services provided on a per fee basis.

1. **Policy Research and Analysis:** Conduct research and analysis on various public safety policy issues, including collecting data, evaluating options, and providing recommendations to the Tarrant County Commissioner for Precinct 4 (“Commissioner”).
2. **Policy Briefings:** Providing the Commissioner with briefings and summaries on key policy issues, necessary background information, and analysis to make informed decisions.
3. **Performance Evaluation:** Monitoring and evaluating the performance and impact of government programs and initiatives, assessing their effectiveness and efficiency, and recommending improvements or adjustments as needed.
4. **Stakeholder Engagement:** Engaging with various stakeholders such as public safety associations and organizations, community groups, businesses, and nonprofit organizations to gather feedback, build relationships, and collaborate on policy initiatives or community projects.
5. **Interagency Coordination:** Collaborating with other government agencies and departments to ensure effective coordination and implementation of policies, programs, and projects across different sectors.
6. **Policy Advocacy:** Engaging in advocacy efforts on behalf of the Commissioner by representing his positions and priorities to external stakeholders, such as public safety associations and organizations, interest groups, professional associations, or relevant committees.

1.2 **Professional Judgment.** GPS will use its best professional judgment in providing advice to CLIENT. However, it is CLIENT’s ultimate responsibility to accept or reject such judgment, and GPS is not responsible for the consequences of such acceptance or rejection.

ARTICLE II. CLIENT’S OBLIGATIONS

2.1 **Compensation to GPS.** CLIENT shall provide full payment to GPS for all fees prior to services being rendered. Any variation thereof does not constitute waiver of the policies outlined in this Agreement.

2.2 **Approvals and Changes.** CLIENT agrees to be responsible for the accuracy and completeness of statements in printed materials, media-related, or publicly released work. GPS will assume the accuracy of statements made to it from CLIENT regarding history and other information. CLIENT further warrants that it will obtain all approvals necessary from third parties regarding quotes, use of name, likeness, trademark, quotations, words, endorsements, or similar information to be included in CLIENT’s materials. CLIENT approval of product must be made to GPS via email.

ARTICLE III: COMPENSATION & TERM

3.1 **Compensation.** As compensation for political and government relations consulting, CLIENT will be charged a Monthly Consulting Fee beginning upon the receipt of this signed Agreement (see “Attachment A: Fee Sheet”), and effective April 1, 2024.

3.2 Reimbursements. GPS shall be reimbursed by CLIENT for any out-of-pocket expenses, including reasonable travel expenses, that may occur relating to the performance of this Agreement.

3.3 Payment. Itemized monthly statements will be sent to CLIENT by GPS via email to the address provided on the "Information Page". All wire transfer payments are subject to a 2.9% processing fee. If the account provided by CLIENT is declined, it is the responsibility of CLIENT to provide alternative account information.

3.4 Term. The term of this Agreement will begin upon execution by the final party to sign and conclude in one (1) year. CLIENT shall have two (2) options to renew for additional year long terms.

ARTICLE IV MISCELLANEOUS

4.1 No Warranties, Express or Implied. Both GPS and CLIENT agree that nothing in this Agreement is intended to indicate a guarantee of CLIENT's success. It is agreed that CLIENT will use its best efforts to obtain the desired result.

4.2 Termination of Agreement. Either party may terminate this Agreement thirty (30) days after a written notification. If prior to services being commenced, acts of nature occur that are beyond the control of either party, the Agreement may be terminated by either party without further obligation of either party to the other party.

4.3 Authority. All parties signing this Agreement represent that they have authority to bind their respective entities and/or organizations to this Agreement.

4.4 Assignability. Any collection of payment or outstanding balance due under this Agreement may be assigned by GPS as deemed prudent or necessary to a third party. CLIENT's responsibilities are non-assignable.

4.5 Notices. Notices permitted hereunder shall be in writing and effected either by personal delivery, facsimile transmission, or by mail, registered or certified, postage pre-paid, return receipt requested. Any mail deposited with the United States Postal service shall be considered delivered when postmarked after surrender to the said service or delivered to and dated by an alternate overnight carrier. Notice shall be considered given when sent or delivered to:

Guardian Public Strategies

PO Box 933

Austin, TX 78767

FAX: 512-229-9655

CLIENT: Mailing address and fax provided on "Information Sheet"

4.6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION ARISING HEREUNDER SHALL BE TARRANT COUNTY, TEXAS.

4.7 Multiple Counterpart's. This Agreement may be executed in separate or multiple counterpart's. All of such counterpart's shall be deemed to be one and the same Agreement, but only one copy with evidence of signatures shall be required for proof of this Agreement.

4.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

4.9 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

4.10 Singular, Plural, Headings. Wherever the singular form of any word is used in this Agreement, the same shall include the plural form of such word, whenever appropriate, and vice versa. The headings contained in this Agreement are for purpose of reference only and shall not limit or otherwise affect the meaning of the provisions contained herein.

4.11 Interest Rate. Any amounts that remain unpaid for more than thirty days shall be subject to 0% interest per month or the highest maximum allowed by law, whichever is greater. At no point is this amount intended to be usurious and if the fixed percentage above is determined to exceed acceptable interest rates, then the maximum allowed by law will be used.

4.12 Mediation. All disputes arising out of this Agreement shall be submitted to mediation under the Rules of the American Arbitration Association (“AAA”). The mediator shall not be empowered to award punitive damages to any party.

4.13 This agreement does not establish an employment agreement between GPS, its employees or its subcontractors and the Client. This agreement does not establish an Agency relationship between GPS and Client and GPS does not act as Client’s Agent in any financial capacity. GPS may not obligate Client to any commitments, financial or otherwise and Client must approve all expenditures. Client may verbally approve financial obligations under \$100 but must approve expenditures above \$100 in writing via email or written approval. CLIENT’S signature on a vendor proposal or affirmative approval via email constitutes approval.

4.15 Entire Agreement. The parties acknowledge that this Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by the party hereto against whom the modification is sought to be enforced.

4.16 Compliance with Laws. In providing the services required by this Agreement, GPS must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. GPS shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

4.17 Confidentiality. In the event GPS receives confidential CLIENT information, GPS will keep that information confidential during the contract term and following termination, unless GPS is directed to disclose that information by legal proceedings. In the event GPS becomes involved in legal proceedings regarding confidential CLIENT information, GPS will notify CLIENT immediately.

ARTICLE V: CONCLUSION

Thank you for allowing Guardian Public Strategies to be a part of your team. We look forward to our partnership.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their respective signatures on the date written below.

For Guardian Public Strategies

Tim O’Hare
County Judge

Title

SIGNED AND EXECUTED this ____ day of _____, 2024.

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Attachment A: Fee Sheet Recurring Fees

A. Monthly Recurring Fees - \$1,000.00

NOTE: The price(s) listed above cover ONLY the GPS consulting fee, and do not include project costs including printing, postage, art or other expenses.