



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

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DATE: 11/5/2024

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF AGREEMENT WITH
SAN JACINTO CONSULTING GROUP FOR THE DIGITAL
COMMUNICATION PROGRAM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Memorandum of Agreement (MOA) with San Jacinto Consulting (SJC) Group for the digital communication program.

BACKGROUND

With approval of the MOA, SJC will provide consultation, production, editing, and execution of digital and video services on an as-needed basis for Precinct 4.

The term of the agreement is from date of execution through December 31, 2025, with two optional 1-year extensions.

This MOA has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact is \$24,000.00 to be paid in monthly payments of \$2,000.00.

SUBMITTED BY:	Commissioner, Precinct 4	PREPARED BY: APPROVED BY:	Tracey Knight
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This Memorandum of Agreement (“Agreement”) is made as of the date executed below by and between Tarrant County, Texas by and through THE OFFICE OF TARRANT COUNTY PRECINCT 4 COMMISSIONER MANNY RAMIREZ (“CLIENT”) and SAN JACINTO CONSULTING GROUP (“SJC”).

ARTICLE I: SJC’S RESPONSIBILITIES

These and other services provided

1.01 Scope of Services. SJC to provide consultation, production, editing, and execution of digital and video services on an as-needed basis to CLIENT.

1.02 Professional Judgment. SJC 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 SJC is not responsible for the consequences of such acceptance or rejection.

1.03 Term of Contract. The term of this Agreement shall commence on the Effective Date, when all parties have signed, and shall end on 12/31/2025, with two 1-year extensions at the option of CLIENT and contingent on approval by the Tarrant County Commissioners Court, unless terminated earlier as provided herein.

ARTICLE II. CLIENT’S OBLIGATIONS

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

2.02 Approvals and Changes. CLIENT agrees to be responsible for the accuracy and completeness of statements in printed materials, media-related, or publicly-released work. SJC 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 SJC via email.

ARTICLE III: COMPENSATION

3.01 Compensation. CLIENT will be charged a Monthly Digital Consulting and Operations Fee according to the Fee Sheet (see “Attachment C: Fee Sheet”).

3.03 Payment. Payment in full for each project is due to SJC by CLIENT prior to the time the service is rendered. SJC will not deliver work on any project until payment is received. Monthly invoices will be sent to CLIENT by SJC via email to the Tarrant County Auditor’s Office at SAP-Invoices@tarrantcoountytx.gov or, if submission by email not possible, by physical mail to, 6713 Telephone Road, Ste 301, Fort Worth, TX 76135 Approval for all projects must be in writing, and approval is considered to be received by SJC when the written notice is actually received via mail or email.

ARTICLE IV. MISCELLANEOUS

4.01 Termination of Agreement. Either party may terminate this Agreement thirty (30) days after a written notification with all fees prorated. If prior to services being commenced, acts of nature occur making services impossible to render by SJC, the Agreement may be terminated by either party without further obligation of either party to the other party.

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

4.03 Assignability. Any collection of payment or outstanding balance due under this Agreement may be assigned by SJC as deemed prudent or necessary to a third party. CLIENT’s responsibilities are non-assignable. Written notice of any assignment must be provided to CLIENT within thirty (30) days.

4.05 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:

San Jacinto Consulting Group
1108 Lavaca Street #110-708
Austin, TX 78701

CLIENT: Tarrant County Administrator
100 E. Weatherford St., Suite 404
Fort Worth, TX 76196

4.06 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.

4.07 Multiple Counterparts. This Agreement may be executed in separate or multiple counterparts. All of such counterparts 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.

4.08 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.

4.09 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 Agency-Independent Contractor. This agreement does not establish an employment agreement between SJC, its employees or its subcontractors and the CLIENT. This agreement does not establish an Agency relationship between SJC and CLIENT, and SJC does not act as CLIENT's Agent in any financial capacity. SJC may not obligate CLIENT to any commitments, financial or otherwise and CLIENT, through the Tarrant County Commissioners Court, must approve all expenditures. CLIENT may verbally approve financial obligations under \$500, but must approve expenditures above \$500 in writing via email or written approval. CLIENT's signature on a vendor proposal constitutes approval.

4.12 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.

4.13 Compliance with Laws. In providing the services required by this Agreement, SJC 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. SJC shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

4.14 Form 1295 Certificate of Interested Parties. SJC acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295 electronically filed with the Texas Ethics Commission as required by law and that the attached signed copy attached as Exhibit X is a full and true copy of said filed form.

4.15 Third Party Beneficiary Excluded. This Agreement does not incur to the benefit of any specific third party. CLIENT and SJC do not consent to the waiver of sovereign or government immunity under Texas state or federal law to the extent either party may have that immunity under law.

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

San Jacinto Consulting Group

Manager

Date

SIGNED AND EXECUTED this ____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*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.

CERTIFICATION OF
AVAILABLE FUNDS: \$_____

Tarrant County Auditor

Attachment C: Fee Sheet

General Consulting Fees

Monthly Digital Consulting and Operations Fee	\$2,000
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NOTE: The prices listed above cover ONLY the SJC project fee, and do not include printing, postage, art or other expenses related to the project.

San Jacinto Consulting Group
1108 Lavaca Street #110-708
Austin, TX 78701