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# MEMO

APPROVED  
08/10/2020



DATE: August 5, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Contract – Jordan Strategies, LLC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Governmental Consulting Contract between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Court Clerk and Jordan Strategies, LLC for consulting on governmental and legislative affairs.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The August 10, 2020 BOCC meeting agenda.

CMF# 20201987

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## GOVERNMENTAL CONSULTING CONTRACT

This Contract is effective the 1<sup>st</sup> day of July 2020 by and between **Jordan Strategies, LLC** and the **Board of County Commissioners of the County of Tulsa, on behalf of the Tulsa County Court Clerk's Office.**

The Tulsa County Court Clerk's Office ("Client") hereby contracts to retain the services of Jordan Strategies, LLC ("Jordan") for consulting on governmental and legislative affairs.

Therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Term of Relationship. Client hereby retains Jordan to provide the services called for in Section 2 herein commencing on the effective date of this contract and terminating on June 30, 2021.
2. Services provided to Client.
  - a. Jordan shall meet with Client as needed to develop a governmental and legislative strategy and identify issues of need or concern.
  - b. Jordan shall work with Client to develop a list of legislation of concern or importance to Client and keep Client informed of the progress of such legislation.
  - c. Jordan shall work with Client, legislators and other interested parties to advocate for the needs of Client to promote or defend Client's governmental and legislative strategy needs.
  - d. Jordan shall advise and assist Client on matters dealing with interim legislative studies and state agency, board and commission actions.
  - e. Jordan shall assist Client in communicating with staff and others on governmental and legislative issues as needed.
  - f. Jordan shall attend meetings and events with or on behalf of Client as needed to achieve Client's governmental and legislative goals.
3. Cooperative effort of the Parties. Client shall provide guidance to Jordan regarding its legislative goals and provide assistance, where possible, when called upon by Jordan to accomplish the legislative goals of the Client.
4. Compensation. Client shall pay Jordan a monthly fee for services not to exceed \$2,500. Fees shall be due for each month by the 15<sup>th</sup> of the month. All payments shall be made to: Jordan Strategies, LLC, 15 W. 6<sup>th</sup> Street, Suite 2800, Tulsa, OK 74119.

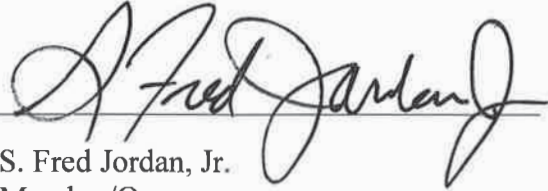
CMF# 20201987

Jordan may be reimbursed for actual and necessary expenses incurred on behalf of Client, provided said expenses are approved by Client in advance, in writing on a case-by-case basis.

5. Fulfillment of responsibilities. Jordan agrees to devote such time and effort as shall be required to fulfill his responsibilities in a manner consistent with the intent of this Contract. Client acknowledges that Jordan may retain and represent other clients. Should a conflict arise, Jordan will report it to Client and Client or Jordan may terminate the Contract as they determine to be in their best interest.
6. Notices and communications. Any notice of other communications required or which may be given under the terms of this Agreement, unless otherwise specifically provided herein, shall be reduced to writing and sent by registered or certified mail, postage prepaid, and if directed to the Tulsa County Court Clerk's Office addressed to 500 South Denver Ave, Tulsa, OK 74103; and if directed to Jordan addressed to 15 West 6<sup>th</sup> Street, Suite 2800, Tulsa, OK 74119. Either party hereto may, by prior written notice to the other, change the place or person to whom any notice or communications shall be given pursuant hereto.
7. Entirety, amendment and waiver. This Contract constitutes the entire understanding and agreement by and between parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Contract supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained. No amendment or modification of the terms of this Contract shall be binding unless reduced to writing and signed and dated by both parties. No waiver shall affect any other term or condition hereof other than the ones specified therein and then only for the time and in the manner specifically stated.
8. Applicable law. The Agreement has been prepared in accordance with the laws of the State of Oklahoma and is to be interpreted, construed and enforced in accordance with the laws of the State.
9. Jordan does not represent, warrant or guarantee the filing, passage, defeat or specific actions of the legislature, executive branch or other governmental entity.
10. Duplicate originals. Any fully executed copy of this Contract shall be deemed for all purposes as a duplicate original hereof.
11. Severability. If any term of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision or persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.


IN WITNESS WHEREOF, the Tulsa County Court Clerk's Office and Jordan, and each of them, have caused this Contract to be duly executed, effective the day and year first above written.

**JORDAN STRATEGIES, LLC**

By:   
S. Fred Jordan, Jr.  
Member/Owner

Date: 7/29/20


**BOARD OF COUNTY COMMISSIONERS of the COUNTY OF TULSA on behalf of the TULSA COUNTY COURT CLERK'S OFFICE**

By:   
Name: Ron Peters  
Title: Chairperson, Board of County Commissioners of the County of Tulsa

Date: 08/10/2020

Approved as to form:

James G. Rea Digitally signed by James G. Rea  
Date: 2020.07.30 12:15:23 -05'00'  
Assistant District Attorney

Attest:   
Michael Willis, County Clerk

