



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

February 14, 2024

Commissioners Court
Harris County, Texas

RE: Personal Services Exemption - Local Government Code § 262.024 (a)(4)

Members of Commissioners Court:

Please approve an exemption from the competitive bid requirements and the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) for the following:

Description: Cubes Customer-Based Execution & Strategy Workshop Services for the Harris County Sheriff's Office

Vendor(s): JHJ Strategic Consulting, LLC

Term: February 27, 2024 - February 26, 2025 with four (4) one-year renewal options

Amount: \$100,000

Reviewed By: • Harris County Purchasing • Sheriff's Office

Vikas Mittal will provide personal services required under the Agreement. Purchase order(s) will be issued as required upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JMB
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 27, 2024



**ADDENDUM TO THE PERSONAL SERVICES AGREEMENT BETWEEN
HARRIS COUNTY AND JHJ STRATEGIC CONSULTING, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas acting by and through its Sheriff’s Office (“Department”), and JHJ STRATEGIC CONSULTING, LLC (“Contractor”), as a personal services agreement under Section 262.024 of the Texas Local Government Code. The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide Cubes customer-based execution & strategy workshop services to the Department in accordance with Contractor’s Proposal and Agreement and Confidentiality Agreement (collectively the “Agreement”), attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, or any other terms and conditions, this Addendum shall control. For having rendered such services, the County agrees to pay the Contractor compensation as stated in the sections to follow. Vikas Mittal shall personally provide the services described herein and none of the work shall be performed by an employee, servant, agent, delegate, or subcontractor of those named.
- B) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- C) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- D) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- E) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

- F) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- G) Contractor shall verify that each Subcontractor it retains to perform Services pursuant to this Agreement are in compliance with Sections D and E and F above.

2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS.

CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term"). The Agreement will not automatically renew.

4) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according to Exhibit A. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

5) TERMS OF PAYMENT

- A) The County shall pay Contractor quarterly. Contractor shall submit to the Harris County Auditor an invoice for services rendered by email to: vendorinvoices@aud.hctx.net and by mail to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes. Payment for any travel-related costs will be in accordance with the County's applicable policies and procedures for payment of travel costs.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including but not limited to, the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services

performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

7) **TEXAS PUBLIC INFORMATION ACT**

- A) Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

- A) The County may terminate this Agreement at any time by providing thirty (30) days' notice in writing to the Contractor.

- B) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. The County is prohibited by law for paying for any Services not rendered. Any language in the Agreement contrary to this section is deleted.

- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.

- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Copies of any and all completed or partially completed data, information, reports, programs, inventions, software (including source code), firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Agreement Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- G) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) **INDEMNIFICATION**

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR COMPLETION OF SERVICES IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND

WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

ANY LANGUAGE IN THE AGREEMENT THAT STATES THE COUNTY WILL INDEMNIFY OR HOLD HARMLESS THE CONTRACTOR IS HEREBY DELETED IN ITS ENTIRETY.

10) NOTICE

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: JHJ STRATEGIC CONSULTING, LLC
5207 Pocahontas Street
Bellaire, TX 77401
Attn: Vikas Mittal

To the County: Sheriff's Office
1200 Baker St.
Houston, TX 77002

Attn.: Jason Spencer

Copy To: Harris County Purchasing Agent
1111 Fannin St, 12th Floor
Houston, Texas 77002
Attn: Jessica Barelas

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

11) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Contractor warrants and represents that it is registered with the Texas Secretary of

State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of “in good standing” with the Texas Comptroller of Public Accounts.

- G) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.”
- J) NO FEDERAL EXCLUSION
 - i) Contractor warrants that neither Contractor nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,

- b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - ii) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
 - iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor’s business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such books, contracts, spreadsheets, and correspondence, including all of Contractor’s backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor (the “Audit Documents”). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and

FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.

- M) (If applicable under Texas law) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov’t Code Ann. § 2252.908 concerning “Interested Parties,” Contractor warrants and represents that all the information on the form is complete and accurate.
- N) Foreign Terrorists Organizations. In accordance with Tex. Gov’t Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller’s list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov’t Code Ann. § 2271.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor’s signature on this Agreement constitutes Contractor’s written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.
- P) Fraud, Waste or Abuse Hotline. Contractor shall immediately report to the County through the County’s Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County’s Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.
- Q) (If applicable under Texas law.) Energy Company. Contractor warrants and represents, in accordance with Tex. Gov’t Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c), then, as required by subsection (b), Contractor’s signature on this Agreement constitutes Contractor’s written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- R) (If applicable under Texas law.) Firearm and Ammunition Industries. Contractor warrants and represents, in accordance with Tex. Gov’t Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c) and section 2274.003,

then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

12) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

13) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

15) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

16) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

17) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B) Contractor shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, Two Million Dollars (\$2,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit B, which is attached hereto and incorporated herein by reference.

18) OWNERSHIP OF DOCUMENTS; COPYRIGHT (IF APPLICABLE)

- A) Contractor agrees that for the purposes of assigning copyright ownership, the Agreement Documents developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.
- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any Agreement Documents to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Agreement Documents. Contractor may retain one set of reproducible copies of all Agreement Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Agreement Document, or using such Agreement Documents in the preparation of other work for any other client, without the express written permission of the County.

19) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to the Audit Documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Audit Documents. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Audit Documents.

20) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

21) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any

reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

22) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

23) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

24) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Contractor shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

25) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

26) EFFECTIVE DATE

The Effective Date of this Addendum will be the date the Agreement is approved by the Commissioners Court of Harris County.

27) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

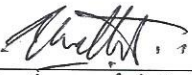
28) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Execution Page Follows]

JHJ STRATEGIC CONSULTING, LLC

HARRIS COUNTY

By 
Name: VIKAS MITTAL
Title: PRINCIPAL
Date: Jan 30, 2024

By: _____
Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney


By: 
T. SCOTT PETTY
Senior Assistant County Attorney
C.A. File 24GEN0014

EXHIBIT A

Contractor's Proposal and Agreement and Confidentiality Agreement

(follow behind)



Harris County Sheriff's Office

Customer-Based Execution and Strategy



Business Proposal and Agreement

Prepared for:
Jason Spencer
Chief of Staff, Executive Command

_____ (initials CLIENT)

_____ (initials C-CUBES™)

What We Heard

Harris County Sheriff's Office (HCSO) is seeking ways to streamline its activities to maximize the benefits it provides the public. At issue is the senior and middle management's ability to focus their attention, effort, and resources on the one or two core drivers of value. There is concern about senior management being spread too thin—in terms of attention—such that middle managers and frontline employees may not focus their efforts effectively. In terms of strategy planning there is a need to ensure that the CEO's time and effort are available for strategic thinking and activities, rather than “managing,” “getting information,” or “getting in the weeds.”

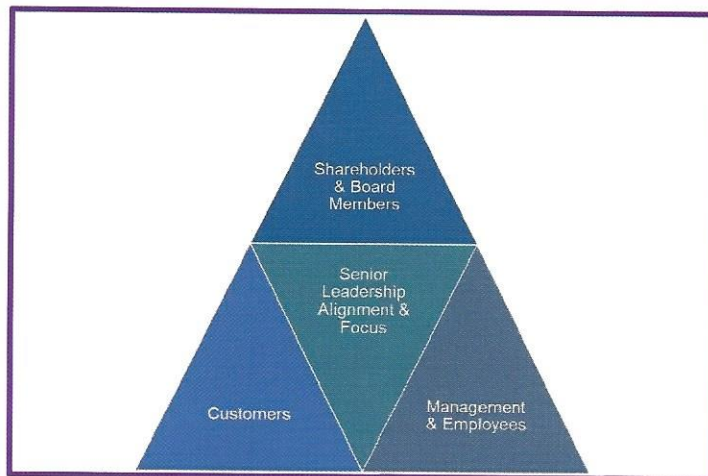
- Concerns of HCSO's Senior Leadership
 - What should be the few strategic areas and associated execution levers on which HCSO's senior executives should focus?
 - How can HCSO improve its performance through accountability management, rather than simply increasing budget and personnel?
 - Assess if HCSO aligned to execute the right strategic priorities? If HCSO is spread too thin to be effective, enable senior executives with a customer-focus approach to increase effectiveness.
 - For both divisions of HCSO, is the CEO acting like a “strategy leader” or like a counselor/firefighter?
 - After helping senior executive(s) become more focused, enable them further to become more effective at execution/implementation.

HCSO's ability to coalesce the needs of key stakeholders into a very focused strategy and execution plan is critical for its success. Organizations are often unsuccessful when they try to do all this themselves because they lack the expertise, scientific background, tenacity to hold the CEO accountable, and an outsiders' objectivity needed to help with change management.

C-CUBES™ Approach: Cascading Strategy and Execution

Continuing the work started a few months ago, the goal will be to further align and focus senior management, sequence the priorities over time for effective prioritization, and use the accountability framework for implementation.

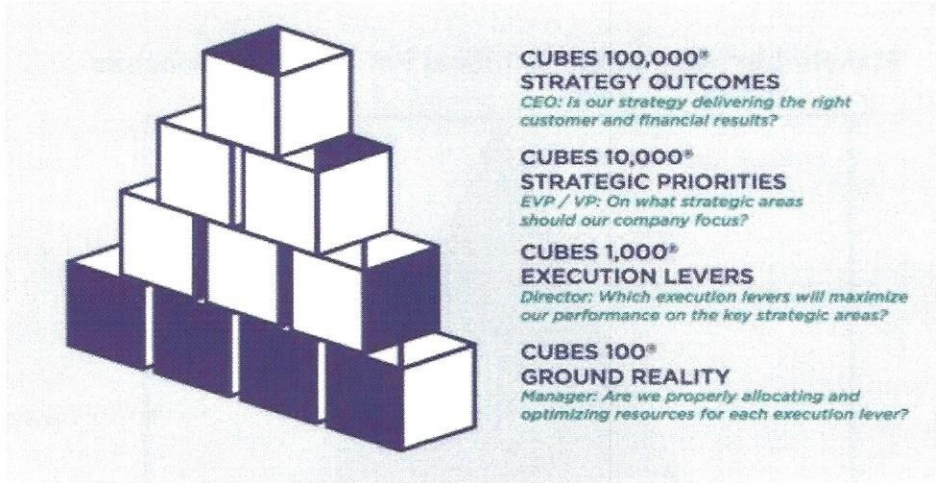
Stakeholder Alignment Is Critical For Strategic Success



Our science-based framework enables you to gain stakeholder alignment by starting at the top. Specifically, we have already gained success and traction toward the following objectives:

- **Focus on a Few:** Enable the CEO, their senior leadership, and employees to identify a small set of strategic initiatives so that they can *achieve more by doing less*.
- **Align Stakeholders:** C-CUBES™ helps you increase alignment by cascading the strategy and execution process, and chain linking the CEO's personal objectives to organizational objectives and frontline employees' goals (see Figure below).
- **Increase Accountability:** The CEO, rather than being a facilitator or manager, should lead through accountability. This requires clarity on the strategic objectives, linkages to the one or two major initiatives, and overlaying them on frontline employees' daily job.

Cascading Strategy & Execution



2

Deliverables and Engagement Plan

- **Bi-weekly meetings with CEO (each lasting 1.5 – 3 hours)**
 - The bi-weekly meetings with the CEO (and others as needed) have helped the team to gain clarity about the larger context
 - Develop a sense of the goals that the CEO wants to achieve (for stakeholders, for employees, for the senior executives, and personal)
 - Link implicit goals to strategic areas and execution levers
 - Decide the accountability for each execution lever
 - Develop a positive accountability plan for each execution lever

- **C-CUBES™ Strategy Executive Assessment**
 - Administer a modified assessment to senior executives, middle managers, and key members of stakeholder community to measure:
 - Prioritization of strategic areas and execution levers
 - Identify potential gaps in understanding
 - Measure their understanding of positive accountability
 - The assessment results will be discussed with the CEO to provide an unvarnished perspective on the level of consensus, performance perceptions, and other metrics. This provides the baseline for structuring the strategy orientation.
 - Based on the previous step and this assessment develop and finalize a concrete least of strategic areas and execution levers (a customer focused strategy plan).

- **C-CUBES™ Workshop on Strategy Implementation Through Positive Accountability**
 - A 1-day workshop to help executives learn and practice positive accountability
 - Based on the workshop, assign specific execution levers to different executives and coach them to hold their direct reports accountable for implementation
 - HCSO will pay for all content and materials for participants (\$50-100 per participant)

- **C-CUBES™ Strategic Orientation Workshop**
 - A 1 or 2-day workshop to understand HCSO's strategy, its strategic areas and execution levers
 - Orient participants to the notion of "strategic focus", "execution excellence", and "results through accountability"
 - What is a strategy based on customers' most important needs? (strategy development)
 - How do organizations excel at the one or two areas that create the most customer value (strategy execution)
 - How do we share the results of excellence in strategy execution with our constituents (strategy communication)
 - Notes:
 - HCSO is responsible for providing the venue and all supporting logistics
 - C-CUBES™ is responsible for the content, all the materials, and management of the orientation



- HCSO will pay for all content and materials for participants (\$50-100 per participant)
- **Follow-up bi-weekly meetings (up to 2 meetings per month, each lasting 3-4 hours)**
 - Debrief and reflection meetings with executives other than CEO
 - Strategy implementation and accountability process

Administration & Logistics

Responsibilities of each party

C-CUBES™ will:

- Dedicate senior strategic advisory and data science expertise to objectively listen to and understand clients' strategy-related challenges and questions
- Manage the design and implementation of strategy assessments, conduct all required analyses
- Provide content, facilitation and organizational support for the engagement (e.g., update on the projects' status; meet all agreed deadlines, answer questions and support senior management)

Client will:

- Ensure that the CEO/President will take the lead on championing the engagement and give access to key individuals to the greatest extent possible, as necessary for the successful completion of the project.
- Provide dedicated internal resource(s) to manage data collection, access to data, and stakeholder coordination to ensure all inputs are received in a timely manner
- Implement different initiatives and projects as agreed
- Pay C-CUBES™, in accordance with the terms below
- Pay for any secondary activities deemed relevant to the engagement, including travel and expenses, invoiced at cost. International travel will be booked in business class.

C-CUBES™ and Client will:

- Develop, implement and refine the strategy assessment and the orientation content in an emergent manner by collaborating on solutions while maintaining integrity of the C-CUBES™ process
- Alert each other of anything we learn that may materially affect the success of the project
- Respect each other's confidentiality and proprietary materials and approaches
- Achieve reasonable accommodation for conflicts and unforeseen events

Terms of Engagement

Key Deliverables

Due to the emergent nature of the engagement, the deliverables will include but are not limited to:

- Discussion meetings, orientation, and follow up with CEO and key staff
- Strategy Executive Assessment to be conducted by C-CUBES™ (includes administration, analysis, discussion of insights, and linkages to your organization)
- 2-day orientation as mutually determined



Project Fees & Timeline

Amount	Amount
TOTAL	\$100,000

- Contract period ending: September 30 2024
- Billing dates: To be billed bi-annually / as agreed.
- Net payable: 30 days


Terms & Conditions

Expenses: Expenses will be billed as incurred and are due on presentation of the invoice. Expenses will include travel-related costs (not to exceed \$500). We do not bill for copying, phone, or other office expenses, and we do not add any upcharge.

Other: Your deposit and/or payment, in the absence of your signature below, will indicate acceptance of this project and the terms and conditions as stated herein. This project is non-cancelable except at the mutual written agreement by both parties, and payment for the remaining contract must be made in full if cancelled by client.

Materials: All materials & IP including but not limited to surveys, assessments, research methods, respondent data, assessment benchmarks, workshops, workshop materials, assessment processes, and other content belongs exclusively to JHJ Strategic Consulting, LLC, and will be treated as such. They should not be shared, copied, disseminated, stored, or used for other commercial purposes without explicit written permission. All survey data collected belongs to JHJ Strategic Consulting, LLC, and no datafile or individual data will be shared. Providing names of potential participants does not provide client any rights to ownership of the data provided by participants.

Guarantee: We guarantee the quality of our work. If Client is dissatisfied with any of services provided, we will promptly address the deficiencies at no additional fee. Fees stated herein are applicable so long as acceptance is received prior to 30 days from the date of this proposal.

Harris County Sherriff's Office (HCSO)	JHJ Strategic Consulting, LLC
Printed Name:	Printed Name: Vikas Mittal
TITLE:	Principal
Signature: _____	Signature: 
Date:	Date: Jan 30 2024.



NON-DISCLOSURE AGREEMENT / CONFIDENTIALITY AGREEMENT

HCAS (Client) and JHJ Strategic Consulting (consultant) hereby agree to the following terms of non-disclosure and confidentiality:

- I. Definition of Confidential Information. "Confidential Information" means any and all financial, technical, business, commercial and other information, including, but not limited to, data, reports, interpretations, forecasts, studies, summaries, records and all other information, whether written, oral or otherwise, containing or reflecting information concerning the Disclosing Party, its affiliates and subsidiaries. This includes information shared by client and consultant pursuant to the engagement. Confidential Information shall include information disclosed by the parties whether in writing, orally, visually, digital meetings, online exchange, or otherwise, including but not limited to business plans, contractual, statistical models, engagement models, datasets, outputs and documents, survey or engagement model, financials, sales, marketing and operational information, product/service specifications, technical data, trade secrets, know-how, ideas and concepts, client lists, and so forth. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret to be designated Confidential Information. Confidential Information also includes relationships disclosed by the Disclosing Party about their current employment, client, commercial or non-commercial status. Parties agree to hold confidential any such personal information shared.
2. Handling of Confidential Information. Receiving Party agrees to protect the Disclosing Party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as the Receiving Party normally uses in the protection of its own confidential and proprietary information. The Receiving Party agrees to exercise reasonable care in taking appropriate steps to ensure that its employees comply with the terms of this Agreement and shall use its best efforts not to disclose the Confidential Information to anyone whom they have reason to believe is untrustworthy or may violate the provisions of this Agreement. Parties agree to hold the Confidential Information in strict confidence and not disclose the Confidential Information to any third party unless approved by the Party to whom information belongs (even after contract is finished/terminated). Further:
 - A. Parties will not use the Confidential Information to develop their own products or services that could currently or in the future compete with the other party. Any non-confidential information, relationships or processes will be available for the parties to use as Parties had before this Agreement's Effective Date.
 - B. The Parties will not disclose the Confidential Information to any third party. The Parties will not use any Confidential Information for unauthorized purposes, such as publishing the Confidential Information, using the Confidential Information as teaching material, for advertising, or representing the Confidential Information as its own or other such purposes that dilute the owner-party's interest.
 - C. Parties will not disguise or change the Confidential Information and represent as its own for any purposes. For example, a Receiving Party should not take the Disclosing Party's Confidential Information and anonymize, transform it, or change it and then use in for any other commercial/non-commercial purpose.
 - D. Parties will not copy, duplicate, or reverse engineer in any manner or in any media, in whole or in part, any materials or documents that contain the Confidential Information except as necessary to accomplish the purposes of this Agreement.
 - E. The Receiving Party agrees that it must not file any patent application or intellectual property protection for copyright containing any claim to subject matter derived in whole or in part from the Disclosing Party's Confidential Information.



F. The Receiving Party agrees that it must not use the Disclosing Party’s Confidential Information to initiate any program or process or generate any product, whether for research, internal usage, or commercial purposes.

Notwithstanding the above, a Receiving Party may disclose the Confidential Information of the Disclosing Party in response to a request for disclosure by a court or other governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if the Receiving Party (i) promptly notifies the Disclosing Party of the tenets and the circumstances of that request, (ii) consults with the Disclosing Party, and cooperates with the Disclosing Party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, that the Receiving Party is legally compelled to disclose, and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

- 3. C-CUBES materials, processes, data collected and shared as part of engagement. All materials and IP shared by C-CUBES™, Inc including but not limited to surveys, assessments, research methods/models, results of analysis, primary and secondary data collected/shared belongs exclusively to C-CUBES™, Inc. and will be treated as such. For this engagement C-CUBES may collect data on to create assessment, benchmarks, orientations/workshops, workshop materials/content, and so forth. The assessment content and processes, data collected, and analysis processes will belong to C-CUBES. C-CUBES may share results and insights, but not the actual data collected. C-CUBES will not share company-specific data will not be disclosed or shared with third parties except for research or academic publications. If it identifies parties, prior written permission will be obtained. Client will not try to reverse-engineer disclosed information and use it internally. The reports and discussion documents created as part of the engagement shall belong to Receiving Party.
- 4. Warranty. Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS.**
- 5. Remedies. The Parties understand and acknowledge that money damages alone would not be a sufficient remedy for any breach of this Agreement. The non-breaching Party shall be entitled to specific performance and injunctive relief as a remedy for such breach. The Parties agree (a) to waive any requirement for the securing or posting of any bond in connection with such remedy and (b) all costs and expenses, including attorneys' fees, incurred by the non-breaching Party in enforcing this agreement shall be borne by the breaching Party and shall be paid to the non-breaching Party on demand.
- 6. Governing Law
This Agreement and any dispute arising shall be governed by and construed in accordance with the laws of the State of Texas, consenting to the personal jurisdiction of the state and federal courts located in the State of Texas.
- 7. Severance Clause. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

_____ (initials CLIENT)  (initials C-CUBES™)

8. No License Granted. No license under any patent, trade secret, trademark or copyright, now or hereafter obtained is granted, agreed to be granted, or implied by either this Agreement or the disclosure of the Confidential Information.
9. Third Party Rights. In no event shall the Parties communicate any information to the other in violation of the proprietary rights of any third party.
10. Assignment. The Parties shall not transfer or assign the Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other Party. Any such attempted assignment shall be void and of no effect. Notwithstanding the foregoing, this Agreement may be assigned to any parent or affiliate company of the assigning Party. Such an assignment to a parent or affiliate company shall require prior consent in writing from all parties.
11. Execution in Counterparts. This Agreement may be executed in counterparts and transmitted electronically or by facsimile.
12. Entire Agreement. This Agreement shall not be changed except by written agreement signed by an authorized representative of each party.

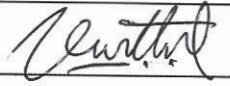
Harris County Sherriff's Office (HCSO)	JHJ Strategic Consulting, LLC
Printed Name:	Printed Name: Vikas Mittal
TITLE:	Principal
Signature: _____	Signature: 
Date:	Jan 30, 2024

EXHIBIT B

Certificate of Acord

(follows behind)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C. No. Ext): (855) 222-5919		FAX (A/C. No):
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED JHJ Strategic Consulting LLC 5207 Pocahontas St Bellaire, TX 77401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Next Insurance US Company		16285
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 401555828

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	NXT9WX7HJH-00-GL	01/30/2024	01/30/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X		NXT9WX7HJH-00-GL	01/30/2024	01/30/2025	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Harris County. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Harris County
 1111 Fannin St # 12
 Houston, TX 77002

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ORDER OF COMMISSIONERS COURT
 Authorizing execution of Addendum to an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF ADDENDUM TO THE PERSONAL SERVICES AGREEMENT BETWEEN HARRIS COUNTY AND JHJ STRATEGIC CONSULTING, LLC

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Addendum to the Personal Services Agreement with JHJ STRATEGIC CONSULTING, LLC to provide Cubes customer-based execution & strategy workshop services for Harris County at a cost to the County of \$100,000. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.