



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

April 12, 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: Compensation Plan Consulting Services for HRRM

Vendor: Korn Ferry

Amount: \$48,000 previously approved funds for the term 05/01/23 - 12/31/23
47,000 additional funds for the term through 09/30/24 with renewal options
\$95,000

Reviewed by: • Harris County Purchasing • Human Resources and Risk Management

Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

AR
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024



PERSONAL SERVICES SHORT FORM AGREEMENT

This Short Form Agreement (the "Agreement"), effective as of the date executed by both Parties, is between Korn Ferry (US), on behalf of itself and its affiliates and doing business as Korn Ferry, with an office at 1900 Avenue of the Stars, Suite 1500, Los Angeles, CA 90067, ("Korn Ferry") and Harris County ("Client" or "County"), a body corporate and politic under the laws of the State of Texas acting by and through Harris County Human Resources and Risk Management (the "Department") with an office at 1111 Fannin Street, 6th Floor Houston, Texas 77002. Korn Ferry and Client are referred to individually as a "Party" and collectively as the "Parties." The attached Exhibit 1 General Terms and Conditions and Exhibit 2 Privacy and Data Protection are incorporated into this Agreement by reference.

The Department desires Korn Ferry to provide personal services pursuant to Tex. Loc. Gov't Code Ann. § 262.024(a)(4), to be funded from the Department's budget. Korn Ferry warrants and represents that it possesses the required training, knowledge, and expertise to provide the requested services for the benefit of County and the Department. Korn Ferry warrants that all services provided under this Agreement will be performed solely by Meniru Ofodu and not any other agent, officer, or employee of Meniru Ofodu or any other entity owned or operated by Contractor.

Korn Ferry may not make, in whole or in part, any assignment of this Agreement or of any duty of obligation of performance of the services hereunder. It is expressly understood and agreed that all services must be performed personally by Meniru Ofodu and such services shall not be assigned to or performed by any other person.

Our Understanding of Your Needs

Harris County is in the process of transitioning to a new compensation program and is seeking the support from an objective 3rd party consultant to be an advisor to the Harris County internal project team on an as needed basis through the transition period and assist in providing input to key decision points during the transition. Additionally, Harris County is looking to evaluate and review leadership jobs(16-20) and align compensation in order to attract, retain, and reward.

Our Response to Your Needs

Korn Ferry will assist Harris County by providing a senior consultant with extensive experience in compensation plan design and implementation, and with experience in working within the County government environment in Texas to be the lead person for this work.

Outline of Project

Phase 1: Know It

Project planning, Data gathering, and Key Stakeholder Interviews

- Hold planning meeting to confirm scope, deliverables, milestones, stakeholders.
- Develop detailed project plan, align on project management process, project management accountabilities, frequency of updates.
- Develop initial project communications detailing the *what*, *why* and *how* of the work.
- Agree on stakeholder engagement plan including objectives, roles, process.
- Identify initial data to be collected – e.g., business strategy, culture, engagement, reward strategy, policy, practice, communications information, etc.
- Create stakeholder interview diagnostic to be used in stakeholder interviews.
- Interview key stakeholders and leadership positions in scope (16-20 interviews)

Deliverable: Project Kick – off presentation introducing project which will explain process, timeline and scope to key Harris County stakeholders.

Phase 2: Build It

Strategy and design development.

- Introduce Korn Ferry Job Evaluation methodology to Harris County project team

KORN FERRY

- Review and validate ceiling of Executive/SLT roles – will include 30-minute validation meeting w/ Harris County project team
- Evaluate 16-20 leadership roles(determined by Harris County) – will include 1-hour validation meeting w/ project Harris County project team

Deliverable: Job Matrix that includes a Korn Ferry Reference Level for each role

Phase 3: Scale It

Compensation Analysis

- Use appropriate, industry specific, survey sources to build composite market data report (25th, 50th, 75th)

Deliverables: Market comparison per job in scope

Phase 4: Ad Hoc

Continued Compensation Support

- Participate in key meetings, when needed, as determined by Harris County. Topics for discussion would typically include: Plan Roadmap, Job Descriptions, Job Architecture, Market Pay Increases, Salary Administration, Benchmarking, and Exit Interviews.

All Services will be delivered virtually, unless otherwise explicitly stated above or mutually agreed.

As team meetings are scheduled during the transition, Harris County will determine if there is a need to include our KF consultant in the meeting(s). If so, our time would be tracked for: 1) the review of any materials in advance of the meeting, 2) the meeting time, and 3) time spent preparing any post-meeting work assigned to our consultant.

Time can be billed in increments of 15 minutes.

Deliverables

Job Matrix that includes a Korn Ferry Reference Level for each role and market comparison per job in scope

THIS AGREEMENT DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO KORN FERRY'S INTELLECTUAL PROPERTY. USE OF KORN FERRY'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.

Term

The term shall be for a period beginning upon approval by Harris County Commissioners Court and remain in full force and effect through September 30, 2024. At the County's option, the Agreement may be renewed on the same terms and conditions for two (2) additional twelve (12) month periods (each a "Renewal Term").

Fees and Expenses

- Professional fees will be based on the level of consultant assigned to the project, and the number of hours it takes to complete the work.
- The hourly rate for the Consultant assigned to this project \$740 per hour. Korn Ferry assesses an administrative charge equal to fourteen percent (14%) of Fees (\$740 x 0.14 = \$103.60) for a total of \$843.60 per hour.
- Fees are based on the scope of Services described herein. Any changes to the scope of Services will result in a change in Fees. The Parties will mutually agree in writing to all changes to Services and the corresponding change in Fees.
- Total Fee will be not exceeded \$47,000.
- Fees are non-contingent, non-transferable, and non-refundable unless specifically stated otherwise in this Agreement.
- Fees will be invoiced monthly for services within the month and dependent on hours worked during the month. Invoices are due upon receipt.
- Unless otherwise required by law, Korn Ferry will assess a service charge of one and a half percent (1.5%) per month for past due amounts. Invoices not objected to in writing within thirty (30) days of receipt will be deemed approved.



- Korn Ferry will invoice direct out-of-pocket expenses, including consultant travel, accommodation and meals, courier, shipping, reproduction, and video-conferencing, on a monthly basis as incurred.

Rescheduling or Cancelling

Korn Ferry will schedule and commit personnel and resources to provide the Services. Korn Ferry understands that Client's business conditions may change; however, rescheduling or cancelling on short notice impacts Korn Ferry's business and its ability to provide outstanding service to all of its customers. Client may reschedule or cancel the provision of Services by paying the following fees in addition to the associated fees for any Services rendered. These fees are a genuine pre-estimate of Korn Ferry's losses as a result of such rescheduling or cancellation and are reflective of the value of the lost bookings for Korn Ferry for the time scheduled and fees which otherwise have been earned by the team leader, team members and other resources, and are not penalties. If Client fails to provide Korn Ferry with documentation, information, or access to its personnel that impacts Korn Ferry's ability to meet the completion date or Client otherwise delays the completion date, Korn Ferry reserves the right to charge Client a rescheduling fee as set forth below.

1. If rescheduling or cancelling more than 20 business days before the scheduled program, meeting or session, Client will pay the Actual Expenses incurred as a result of the rescheduling or cancellation.
2. If rescheduling or cancelling 20 or fewer business days before the scheduled program, meeting or session, cancellation/rescheduling fees will be calculated based on the number of business days' notice provided as shown in the table below, plus Actual Expenses incurred.

		Length of Program		
		Less than 1 day	1-2 days	3-5 days
Notice from Client (business days)	16-20	0	0	25%
	11-15	0	25%	50%
	6-10	0	50%	75%
	3-5	50%	75%	75%
	Less than 3	100%	100%	100%

"Actual Expenses" means amounts Korn Ferry pays to others in anticipation of the Services (e.g., hotels, airlines) that Korn Ferry cannot recover on its termination of the bookings or that Korn Ferry incurs due to changes or cancellations. Korn Ferry will charge Client for costs incurred for any materials Korn Ferry prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

Invoicing Information

Invoices will be sent to the following address:

Company:	Harris County Human Resources and Risk Management
Address:	1111 Fannin St, 6 th Fl
Address:	Houston, Texas 77002
Attn (Name, Title):	Amanda Porter
Email, Phone:	amanda.porter@harriscountytexas.gov or 713-274-1160



Accounts Payable Contact:

Company:	Harris County
Address:	1001 Preston, Suite 800
Address:	Houston, TX 77002
Attn (Name, Title):	Accounts Payable
Email, Phone:	VendorInvoices@aud.hctx.net or 713-274-5668

Purchase Order

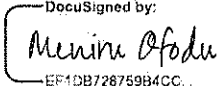
If Client's internal policies require that a Purchase Order number appear on invoices, Client must provide the Purchase Order Number with or immediately after signing the Agreement. Please indicate below if a Purchase Order Number is required on an invoice and if so, insert the Number. If Client has not provided a Purchase Order Number within 10 business days of signature, Client will accelerate payment of any invoices delayed by Client's failure to provide a Purchase Order Number by the same number of days as the delay.

☐ PO # [To Be Provided Upon Execution]

Accepted by:

Korn Ferry (US)

Harris County

By: 
DocuSigned by:
EF1DB728759B4CC...
 Name: Meni Ofodu
 Title: Principal
 Date: 4/10/2024

By: _____
 LINA HIDALGO
 COUNTY JUDGE
 Date: _____

APPROVED AS TO FORM:
 CHRISTIAN D. MENESEE
 COUNTY ATTORNEY

By: Manasi Tahiliani
 Manasi Tahiliani
 Assistant County Attorney
 C.A. File 24GEN0749



KORN FERRY

Exhibit 1 General Terms And Conditions

1. Korn Ferry's Responsibilities. Korn Ferry will perform the Services in a competent and professional manner and in accordance with generally acceptable industry standards. Korn Ferry may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience.

2. Client's Responsibilities. Client will timely provide Korn Ferry with the documentation, information, access to its personnel and the cooperation Korn Ferry reasonably requires to provide the Services. The Services are not intended as a substitute for professional judgment. Client will not use the Services, New Materials, or Korn Ferry Materials as the sole source for any decision relating to any of its employees or candidates, including reprimand, termination, compensation, employment status or work opportunities.

3. Taxes.

a. Client will be responsible for all applicable taxes (excluding taxes imposed on Korn Ferry's net income) imposed by any taxing authority, whether designated as value-added (VAT), goods and services (GST), sales, use, or other similar taxes ("Transaction Taxes"), now in effect or hereafter imposed, resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform Korn Ferry of its exemption and provide to Korn Ferry complete and proper documentation evidencing the exemption.

b. If Client is required by applicable law to deduct or withhold taxes from any payment due to Korn Ferry, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) promptly deliver to Korn Ferry original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse Korn Ferry for the tax withheld from payment to Korn Ferry. Client will comply with all applicable income tax treaties and protocols in determining the amount of tax to withhold.

4. Representations and Warranties.

a. Each Party represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; and (ii) the person executing this Agreement on its behalf is duly authorized and empowered to bind

the Party to this Agreement.

b. Client further represents and warrants that: (i) it has provided the required notices and obtained all necessary rights and consents to provide to Korn Ferry, or to permit Korn Ferry to collect on Client's behalf, an individual's Personal Data, for the purposes stated in this Agreement; and (ii) the transfer to, collection of and use by Korn Ferry of Personal Data in accordance with this Agreement does not violate any applicable laws or any third party rights. "Personal Data" means any information that Korn Ferry has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services that identifies an individual or relates to an identifiable individual.

c. EXCEPT AS PROVIDED IN THIS AGREEMENT, KORN FERRY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Intellectual Property.

a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to Korn Ferry by or on behalf of Client ("Client Materials"). Subject to Section 5.b., Client will also own copies of reports and analyses Korn Ferry delivers to Client under this Agreement ("New Materials"). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

b. The performance of the Services and creation of the New Materials will require the use of Korn Ferry Materials. "Korn Ferry Materials" include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry may customize, modify, translate, or expand Korn Ferry Materials to apply to Client's unique requirements (collectively, a "Customization"). Any Customization will be Korn Ferry Materials exclusive of any Client Materials included therein. Korn Ferry owns Korn Ferry Materials at all times, and Korn Ferry reserves all rights not expressly granted under this Agreement. Licenses to Korn Ferry Materials must be procured through a



separate license agreement. This Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.

c. If a Customization includes Client Materials, Client grants to Korn Ferry a non-exclusive, limited, non-transferable license to use the Client Materials solely to provide the Services in connection with the Customization. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

6. Confidential Information.

a. One Party ("Discloser") may disclose Confidential Information to the other Party ("Recipient") in connection with this Agreement. "Confidential Information" means all oral or written information concerning the Discloser, including the Discloser's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked or identified as "confidential," that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by Recipient prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Discloser Confidential Information for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section 6. Recipient and Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case no

less than a commercially reasonable degree of care. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority. If no protective order or other remedy is obtained, or Discloser waives compliance with this Agreement, Recipient will furnish only the legally required portion of Confidential Information and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information to the extent possible.

c. Services may include coaching services ("Coaching Services") for specific individual(s) (each a "Coachee"). Korn Ferry and the Coachee must have open and frank communications for the Coaching Services to be effective. Communications between Korn Ferry and a Coachee will be, so far as is reasonably possible, confidential. Korn Ferry will not be asked or allowed to disclose information provided to Korn Ferry in confidence by a Coachee, except information which Korn Ferry in good faith believes is in one of the following categories: (i) information that the Coachee or some other person is, has, or may become engaged in illegal activity; (ii) information that the Coachee or some other person is, has, or may become a danger or health & safety risk to himself or herself or third persons; (iii) information that the Coachee authorizes Korn Ferry to release; (iv) information that generally informs Client of the scope, nature and timing of any activity, the goals in the development and coaching plan for the Coaching Services, or the progress being made in attaining the established goals or as otherwise required in connection with the engagement; or (v) information that may have a material or adverse effect on Client, the Korn Ferry coach or Korn Ferry. Korn Ferry and the Korn Ferry coach may obtain information from the Coachee's supervisors, co-workers and other persons concerning the Coachee's work performance. This information, including the identity of any person providing the information, is and will remain so far as is reasonably possible confidential and neither Client nor the Coachee will have access to this information. The Coachee will be advised of these coaching rules prior to participating in the coaching assignment. If any information arising from the Coaching Services is required to be disclosed by any subpoena or other court order, under any applicable law or regulation, Korn Ferry will be entitled to make any required disclosure. Korn Ferry will undertake to notify Client or the Coachee prior to disclosing the Confidential Information, unless prohibited by the



terms of the order or legal requirement.

d. Nothing in this Agreement prohibits, or is intended in any manner to prohibit, Recipient from reporting possible violations of law or regulations to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulations. Recipient does not need Discloser's prior authorization to make any protected reports or disclosures; nor is Recipient required to notify Discloser that protected reports or disclosures have been made. Without limiting the foregoing, nothing in this Agreement is intended to interfere with or restrain the immunity provided under applicable whistleblower laws for confidential disclosures of trade secrets to government officials or lawyers, solely to report or investigate a suspected violation of law or included in a sealed filing in court or other proceeding.

e. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information Recipient retains must continue to be handled in accordance with this Section 6.

7. Personal Data.

a. Korn Ferry will not disclose to Client an individual's item level responses to assessments and surveys or composite components and intermediate data points (e.g., intermediate numeric scores, ratings, evaluation guides, integration grids, or interview/simulation notes), including Personal Data, that Korn Ferry collects in providing the Services, and upon which the New Materials will be based (the "Raw Data"). Korn Ferry will use Raw Data to provide the Services as specified in this Agreement or as otherwise instructed and permitted by Client. The Parties agree that the Services include archiving the Raw Data and using de-identified and aggregated Raw Data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, and enhance Korn Ferry's products and services. Any published end product will not identify, or include any results attributable to, Client or a specific individual. Raw Data will be treated in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated into this Agreement by reference.

b. Where Korn Ferry processes Personal Data as a data processor, or equivalent under applicable data protection law, on Client's behalf

in its performance of the Services, the Privacy and Data Protection Exhibit 2 will apply. Where the Parties process Personal Data as independent data controllers, or equivalent under applicable data protection law, the Parties will comply with applicable law and maintain adequate security controls relevant to the Personal Data processed.

8. **Security.** Having regard to the available technology, cost of its implementation, the nature, scope, context and purposes of the Personal Data processing, and taking into account the harm that might result from accidental loss, destruction, disclosure or damage of Personal Data, Korn Ferry will implement appropriate technical and organizational measures designed to prevent any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

9. Indemnification.

a. **By Client.** To the extent permitted by Texas law, Client will indemnify and defend Korn Ferry, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by Korn Ferry; (ii) Korn Ferry's use of Client Materials in accordance with this Agreement; or (iii) Client's breach of its representations and warranties.

b. **By Korn Ferry.** Korn Ferry will indemnify and defend Client, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (i) Korn Ferry's gross negligence, willful misconduct, or fraud; (ii) Korn Ferry's breach of its representations and warranties; or (iii) intellectual property infringement. Korn Ferry has no obligation regarding any infringement claim based upon services or materials which are modified, combined, operated, or used with any product, data, apparatus, software, or program not provided by Korn Ferry or authorized by Korn Ferry in writing, or which are a result of Client's design specifications. If an infringement claim is made relating to the New Materials, Korn Ferry Materials, or Services (the "Infringing Content"), Korn Ferry will: (w) procure for Client the right to



continue to use the Infringing Content; (x) replace the Infringing Content with non-infringing materials; (y) modify the Infringing Content to make it non-infringing; or (z) terminate this Agreement and refund all pre-paid amounts paid by Client for which Client has not received Services.

c. Indemnification Process. The Party seeking indemnification will provide detailed written notice to the indemnifying Party promptly after learning of the third party claim; the indemnified Party's failure to do so promptly will not relieve the indemnifying Party of its indemnification obligations except to the extent the indemnifying Party is materially prejudiced by any delay in this notice. The indemnifying Party may assume control of the defense and settlement of the claim, and the indemnified Party will provide reasonable assistance at the indemnifying Party's reasonable expense, but the indemnifying Party may not agree to any settlement or consent to any final judgment without the prior written consent of the indemnified Party if (a) the indemnified Party is required to admit liability, undertake any obligation or pay any amount other than amounts concurrently reimbursed by the indemnifying Party, (b) the settlement or judgment does not fully release the indemnified Party of all liability, or (c) the indemnified Party's rights in its own property are negatively affected.

10. Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KORN FERRY'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT TO KORN FERRY UNDER THIS AGREEMENT. THIS SECTION 10 APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

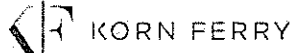
11. Relationship of the Parties. Korn Ferry is at all times an independent contractor. Korn Ferry employees remain in Korn Ferry's employ and will not be deemed Client's agents or employees. Neither Party is authorized to bind or commit the other Party in any respect or to accept legal process on the other Party's behalf. Neither Party will be liable to any agent, subcontractor, supplier, employee, or customer of the other Party for any commission, compensation, remuneration, or similar benefit of any nature whatsoever. This Agreement is not intended to, and does not, create or impose any fiduciary relationship between the Parties. Korn Ferry is not providing

legal advice under this Agreement.

12. Subprocessing. Client grants Korn Ferry a general authorization to use subprocessors, including Korn Ferry affiliates, in connection with the provision of the Services. Processing activities may include accessing, storing, handling or otherwise using Personal Data. Korn Ferry remains responsible for the work and activities of its subprocessors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its subprocessors. Korn Ferry has entered into a written agreement with subprocessors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry's current subprocessors is available on its corporate website at <https://cdn.kornferry.com/privacy/subprocessor.pdf>. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. Client will be deemed to have approved changes to subprocessors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within fifteen (15) days of written notification. If Client objects (on commercially reasonable grounds) in writing within fifteen (15) days of written notification, Korn Ferry may cease to provide or Client may agree not to use, on a temporary or on-going basis, the particular Service that would involve the use of the new subprocessor. Suspension of Services or partial termination by either Party subject to this Section 12 will not be deemed a breach of the Agreement.

13. Assignment, Subcontracting. Neither Party may sell, assign, or transfer this Agreement, without the other Party's written consent, but no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon Korn Ferry, Client and their respective successors and permitted assigns. Korn Ferry will not subcontract Services without Client's prior consent. This provision applies to subcontractors engaged specifically to provide Services for Client.

14. Governing Law. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of Texas, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance.



Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires Korn Ferry to do any act or refrain from doing any act which would result in Korn Ferry violating (or becoming subject to any penalty under) any laws to which it is subject. The Parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

15. Non Waiver. A Party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will not constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. A Party's waiver of any default by either Party will not be deemed a continuing waiver, but will apply solely to the instance to which that waiver is directed.

16. Severability; Interpretation. Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

17. No Third Party Beneficiary Rights. This Agreement is not intended to be for the benefit of any person other than Client and Korn Ferry. No other person, including any candidates or prospective candidates, will be considered a third party beneficiary of or otherwise entitled to any rights or benefits arising in connection with this Agreement.

18. Force Majeure. Neither Party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that Party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party claiming a force majeure event to excuse its performance.

19. Reserved.

20. Entire Agreement; Conflicts. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The Parties will not be bound by any representation, promise, or condition not expressly set forth in this Agreement. Preprinted terms and conditions on any purchase order

issued by Client, or terms and conditions or additional requests for information included in Client's vendor set up process, under this Agreement are superseded in their entirety by this Agreement and without force or effect, even if Korn Ferry signs the purchase order or acknowledges such terms to be set up as a vendor in Client's systems and whether such signature or acknowledgement occurs prior to or after the execution of this Agreement. Under no circumstances will Korn Ferry's acknowledgement of any such terms be considered an amendment to this Agreement. All purchase orders must include a reference to this Agreement. Neither Party has been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may only be modified by the written agreement of both Parties.

21. Compliance with Legal and Regulatory Requirements.

a. Each Party represents and warrants that it:

i. will comply with all applicable legal and regulatory requirements of any governmental or supranational body with jurisdiction over this Agreement or either Party, which include: (a) information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data including the General Data Protection Regulation (GDPR) and other laws and regulations that mandate the protection of personal data; and (b) anti-bribery, anti-corruption, and anti-money laundering laws or regulations; and (c) international trade laws and regulations including those of the US, EU, UK and UN ("Sanctions");

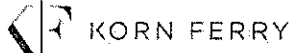
ii. is not a target of Sanctions;

iii. is not owned or controlled by any person or entity which is a target of Sanctions; and

iv. is not located or organized in, or owned or controlled by persons or entities in a jurisdiction which is a target of Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea Region of the Ukraine) ("Sanctioned Jurisdiction").

b. Client further represents and warrants that it will not transfer, provide access, or use the Services or work product (including tools and intellectual property): to or for the benefit of any Specially Designated National and Blocked Person (as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control), to or in any Sanctioned Jurisdiction, or to any other party if such transfer, access, or use would constitute a violation of Sanctions.

c. If Client, as of the Effective Date, is a target of Sanctions or Client is located in a Sanctioned Jurisdiction, the Agreement is void at inception if Korn Ferry's performance of the Agreement would



violate applicable Sanctions. Any breach of this Section 21, including if Client becomes a target of Sanctions, is a material breach of this Agreement and grounds for immediate termination by the non-breaching Party.

22. Limit of Appropriation. Korn Ferry understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Korn Ferry may become entitled to for the Services performed under this Agreement, and the total maximum sum that the Client shall become liable to pay to Korn Ferry under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Forty-Eight Thousand and No/Dollars (\$48,000.00). 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 certified by the Purchase Order are expended, Korn Ferry'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, Korn Ferry shall notify Client immediately.

23. 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.

24. Audit Rights.

- a. Subject to Exhibit 2, Section 7 unless otherwise required by law: Korn Ferry shall reasonably cooperate with any and all federal, state, local, or County audits related to this Agreement. Korn Ferry's cooperation shall include, but not be limited to access to all relevant books, records, contracts, spreadsheets,

correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights under or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

- b. Record Retention. Where legally required upon County's written request, and with the exception of Raw Data, Korn Ferry agrees to retain for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The County can retain all of these records according to its established retention schedule.

25. Texas Public Information Act.

- a. 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"). Korn Ferry 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 Korn Ferry.

- 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 Korn Ferry 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 Korn Ferry's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Korn Ferry under this Agreement, then the County will promptly notify Korn Ferry of such request. Korn Ferry 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. Korn Ferry is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Korn Ferry 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.** Korn Ferry 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 Korn Ferry and agents acting on behalf of Korn Ferry and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

26. Miscellaneous. No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party because that Party has or is deemed to have drafted the provision. All section headings and captions are for the Parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." Client permits Korn Ferry to include Client's company name as a participant in products and services. The Parties may execute this Agreement in any number of counterpart copies, which may be delivered by PDF or other electronic means, each of which will be deemed an original, but which taken together constitute a single instrument. Either Party may terminate this Agreement immediately if: (i) a Party is in breach, the non-breaching Party has provided the breaching Party with a written notice and the breaching Party has failed to cure the breach within thirty (30) days of its receipt of notice; or (ii) the other Party enters into bankruptcy proceedings, becomes insolvent, or there is an appointment of a receiver for the benefit of creditors, or cessation of business. Except as expressly provided in this Agreement, all remedies available to either Party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.



Exhibit 2 Privacy and Data Protection

This Exhibit 2 (the "Exhibit") is governed by and subject to the Short Form Agreement between the Parties.

1. INTERPRETATION

1.1 Capitalized terms used but not defined in this Exhibit have the meanings given to them in the Agreement unless the context requires otherwise.

1.2 In this Exhibit:

Agreement means the Short Form Agreement to which this Exhibit is attached;

Approved Subprocessors means the subprocessors that have been approved by Client in accordance with Section 12 of the Agreement;

Data Protection Legislation means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing of Personal Data, as applicable to Client, Korn Ferry and/or the Services, including, but not limited to the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR), and any corresponding or equivalent national laws or regulations, in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time;

Data Subject means any person in respect of whom Personal Data is processed;

Personnel means officers, employees, workers or independent contractors.

Standard Contractual Clauses means the following transfer agreements where relevant Personal Data is transferred between the Client, including any Client affiliates, and Korn Ferry, including Korn Ferry's affiliates, to jurisdictions deemed inadequate by Data Protection Legislation, as applicable:

a. The relevant European Standard Contractual Clauses adopted per Commission Implementing Decision (EU) 2021/914 of 4 June 2021, pre-signed by Korn Ferry and available on Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>. For transfers from the UK, the Parties agree that references in the European Standard Contractual Clauses to the GDPR will mean the UK General Data Protection Regulation, references to the EU or Member States will

mean the UK, and references to a supervisory authority will mean the ICO. For transfers from Switzerland, the Parties agree that references to the GDPR will mean the Swiss Federal Act on Data Protection, references to the EU or Member States will mean Switzerland, and references to a supervisory authority will mean the Federal Data Protection and Information Commissioner (FDPIC);

b. The Argentina Standard Contractual Clauses per Decree 60-E/2016 of the Argentina Data Protection Authority;

c. Abu Dhabi Standard Contractual Clauses pursuant to the Abu Dhabi Global Market Data Protection Regulations 2021;

d. Dubai International Financial Centre (DIFC) Standard Contractual Clauses pursuant to the Data Protection Regulations of the Law No. 5 of 2020; and

e. Any other legally mandatory data transfer agreements required by Data Protection Legislation as notified by Korn Ferry in writing, effective thirty (30) days after written notice.

The Parties agree that the processing or security details included in the Korn Ferry pre-signed European Standard Contractual Clauses are incorporated into any other Standard Contractual Clauses where relevant. The Parties intend that this Exhibit clarifies, but does not modify or contradict, the rights and obligations of the Standard Contractual Clauses.

1.3 Any conflicts between Exhibit 1 and this Exhibit 2 will be resolved in favor of Exhibit 1.

2. SCOPE AND PURPOSE

2.1 Where Korn Ferry processes Personal Data on Client's behalf as a data processor or equivalent under Data Protection Legislation, Korn Ferry will process Personal Data: (i) in the manner and for the purposes set out in this Exhibit and as documented in the Agreement; (ii) upon other specific reasonable documented instruction of Client; or (iii) as needed to comply with Data Protection Legislation. Korn Ferry certifies its understanding that it is restricted from selling, or disclosing in exchange for consideration, Personal Data to a third party. This Exhibit does not apply where the Parties process Personal Data as independent data controllers, or equivalent, under Data Protection Legislation.

2.2 The types of Personal Data that may be processed by Korn Ferry are those provided by Client through its use of the Services, including Personal Data comprising business contact information of Client employees and contact information, survey responses and assessment evaluation data of Client-nominated assessment



participants, including information on race, ethnic origin, sexual orientation, disability and veteran status, if requested by Client. Personal Data will be processed for the purposes of communication, assessment, analysis and generating reports in the course of providing the Services. The duration of the processing will be until the deletion of the Personal Data in accordance with Section 9 of this Exhibit.

2.3 Client hereby:

2.3.1 instructs Korn Ferry to take such steps in the processing of Personal Data on behalf of Client as are reasonably necessary for the provision of the Services;

2.3.2 ensures that all fair processing notices have been given (and/or, where necessary, valid consents have been obtained and not withdrawn) and are sufficient in scope and kept up-to-date in order to enable Korn Ferry to process the Personal Data in accordance with the Data Protection Legislation; and

2.3.3 authorises Korn Ferry to provide to the Approved Subprocessors and on behalf of Client instructions that are equivalent to the instructions set out in Section 2.3.1.

2.4 Where either Party is responsible for collecting and transferring Personal Data for the provision of the Services, it will use its reasonable endeavours to ensure that it is not subject to any prohibition or restriction which would prevent the other Party from processing that Personal Data in the manner reasonably necessary for Korn Ferry to perform, or Client to benefit from, the Services.

2.5 Korn Ferry will inform Client if it believes that any Client instructions regarding Personal Data processing would violate the GDPR.

3. CONFIDENTIALITY AND SECURITY

3.1 Korn Ferry undertakes to treat all Personal Data as confidential. Korn Ferry will ensure that persons authorised to process Personal Data are bound by obligations of confidentiality consistent with those imposed upon Korn Ferry under this Exhibit and under the Agreement.

3.2 Where legally allowed, Korn Ferry will promptly notify Client of any legally binding request from a law enforcement authority or others for disclosure of Personal Data before making any disclosure and will reject any non-legally binding requests.

3.3 Refer to Sections 7 and 8 of the Agreement for further security requirements.

4. SECURITY BREACH

Korn Ferry will provide Client with written notice as soon as reasonably possible upon becoming aware of any actual breach of security that leads

to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data processed by Korn Ferry (a Security Breach). Korn Ferry shall assist or support Client at Client's request in complying with Client's notification obligations regarding a Security Breach.

5. SUBPROCESSING. Refer to Section 12 of the Agreement.

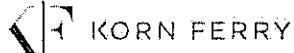
6. CROSS-BORDER TRANSFERS OF PERSONAL DATA

Korn Ferry may transfer Personal Data to various locations, which may include locations both inside and outside of the European Economic Area. Korn Ferry will ensure that any cross-border transfers of Personal Data comply with applicable Data Protection Legislation. At Client's request, Korn Ferry and any relevant Korn Ferry affiliate will enter into an appropriate data processing agreement or the standard contractual clauses with the Client to allow Client to transfer Personal Data to Korn Ferry and any Korn Ferry affiliate. The Standard Contractual Clauses are incorporated by reference and the Parties' execution of the Agreement also constitutes the execution of the Standard Contractual Clauses. Notwithstanding terms to the contrary in the Agreement, Korn Ferry may amend the Standard Contractual Clauses from time-to-time, only as required by Data Protection Legislation, by sending Client written notice and such amendment will be deemed accepted by Client and become effective thirty (30) days after such notice.

7. AUDIT

7.1 General Audit Terms. Client may conduct audits as described in this Section 7. Permitted audits will be completed in a professional and ethical manner which does not, in Korn Ferry's reasonable judgment, compromise the integrity of Korn Ferry's (or its other customers') data, system security, or operational performance. Client will notify Korn Ferry in writing at least twenty (20) business days prior to any audit taking place. Audits will be conducted during Korn Ferry's normal business hours. Client will bear all costs and expenses relating to each audit. Client and its agents must keep confidential all information learned during any audit. Korn Ferry may require outside auditors to sign an appropriate confidentiality agreement. Korn Ferry will not provide Client or its agents with access to proprietary or confidential information concerning its other customers. All information learned or acquired by Client during any audit is Korn Ferry Confidential Information.

7.2 Security and Compliance Audit. Subject to Client's first signing Korn Ferry's audit compliance agreement (the "ACA"), Client may conduct one



security and compliance audit in any rolling 12-month period. An ACA is required for each audit. The audit may include an inspection, examination, or review of relevant security controls and processing activity in Korn Ferry's physical and technical environment solely as applicable to Client's Personal Data processed by Korn Ferry pursuant to this Agreement and as is reasonably necessary to demonstrate Korn Ferry's compliance with the Agreement. Requests to conduct security and compliance audits must be made in writing to Security@kornferry.com. Korn Ferry will provide access, at Korn Ferry's discretion, to relevant documentation, knowledgeable personnel, physical premises, summary audit reports, ISO 27001 and 27018 annual certifications, and infrastructure and application software that actually process Client's Personal Data. The ACA must include, if applicable, a description of any network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, service denial attack or other testing which by its application may cause impact to Korn Ferry's data, its customers' data, its operations or security. If security testing is permitted, Client assumes sole and total responsibility and risk for any damages or liabilities arising directly or indirectly as a result of the testing.

7.3 Security Questionnaire. Upon Client's written request but no more than once in any rolling 12-month period, Korn Ferry will complete Client's written information security questionnaire regarding Korn Ferry's processing of Client's Personal Data.

8. KORN FERRY ASSISTANCE

Taking into account the nature of the Personal Data processing and the information available to Korn Ferry, Korn Ferry will assist Client with Client's obligation to respond to Data Subjects' requests to exercise their rights under the Data Protection Legislation; and, at Client's request, using appropriate technical and organization measures, assist Client in meeting its compliance obligations regarding carrying out privacy and data protection impact assessments and related consultations of data protection authorities. Korn Ferry may charge a reasonable fee to Client for such requested assistance, to the extent permitted by Data Protection Legislation and as agreed to by the Parties.

9. DESTRUCTION OF PERSONAL DATA

Upon Client's written request, Korn Ferry will destroy all Personal Data processed by Korn Ferry on Client's behalf that is in the possession or under Korn Ferry's control. Korn Ferry is entitled to retain back-ups of Personal Data, and Korn Ferry will delete Personal Data according to

its reasonable retention schedule. Korn Ferry will provide certification of deletion of Personal Data to Client upon Client's written request.

ORDER OF COMMISSIONERS COURT

Authorizing execution of 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 THE PERSONAL SERVICES AGREEMENT BETWEEN HARRIS COUNTY AND KORN FERRY

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 Agreement with Korn Ferry to provide consulting services on a new compensation program for Harris County Human Resources and Risk Management at a cost to the County of Forty-Eight Thousand and No/100 Dollars (\$48,000.00). 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.