

2023 REPRECINCTING CONSULTING SERVICES AGREEMENT

The Reprecincting Consulting Services Agreement (the “Agreement”) sets out the relationship between Angle Strategies, Inc. (“Consultant”) and Harris County (“County” or “Client”).

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make his expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:
 - (a) Matt Angle will help the County comply with Texas Election Code Chapter 42 by redrawing the boundaries of Harris County Election Precincts that are required to be redrawn.
 - (b) Maps and relevant data will be provided in a manner and format consistent with the needs of the client and the resources of the consultant.

Consultant further agrees that it will use its best efforts during the performance of such consulting services to promote the interests of Client and to devote to the business and affairs of Client during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

Except as otherwise approved in advance in writing by the Client, all consulting services to be provided pursuant to this Agreement, as set forth in Section 1 hereof, shall be performed on behalf of Client by Consultant.

Any new boundaries for Harris County Election Precincts will go into effect on January 1, 2024. The Agreement covers only services relating to the 2023 revisions of county election precincts to go into effect on January 1, 2024.

2. COMPENSATION.
 - (a) Rate of Compensation. Consultant shall be compensated at a rate of \$300 per hour billable in quarter hour increments. Should termination of the contract occur, consultant will be paid for hourly work done up to the date and time that notice of termination is received.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

- (a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").
- (b) The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.
- (c) All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- (d) The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

- (e) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies Client, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.
- (f) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).
- (g) The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

4. OTHER CONSULTING SERVICES. Client and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

- (a) Such other independent consulting services shall in no way impair Consultant's ability to provide consulting services to Client pursuant to this Agreement;
- (b) Consultant shall observe in full in relation to consulting work performed for other individuals or entities the confidentiality requirements set forth in Section 3 of this Agreement;
- (c) Consultant shall avoid at all times activities in the service of other individuals or entities that could present in fact or in appearance a conflict with the interests of Client;
- (d) Consultant shall not use or convey information regarding the Client acquired during the course of performing services for the Client to any person or entity without the prior approval of the Client; and
- (e) Consultant shall advise the Client of Consultant's professional relationships with outside groups engaged in public communications or other activities that may affect the Client's compliance with Federal law.

5. BREACH BY CONSULTANT. Each party recognizes that the consulting services to be rendered under this Agreement by Consultant are special, unique and extraordinary in character, and that in the event of breach by Consultant of the terms

and conditions of this Agreement to be performed by Consultant, Client shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to seek damages for any breach of this Agreement, to obtain an injunction restraining Consultant from committing or continuing any violation of this Agreement (including, without limitation, the provisions of Section 4), or to enforce the specific performance of this Agreement by Consultant.

6. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and Consultant. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.
7. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Client hereunder shall be binding upon and run in favor of the successors and assigns of Client. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Client shall have no further liability for payments hereunder.
8. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the laws of Texas. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.
9. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.
10. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to Consultant at 6 E Street SE, Washington, DC 20003; and in the case of Client, to its offices as shall have been specified in writing by either party to the other.

IN WITNESS WHEREOF, the Client and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day fully executed.

CLIENT

By: _____

Date: _____

CONSULTANT

By: _____

Date: _____

Angle Strategies, Inc.

ORDER OF COMMISSIONERS COURT
Authorizing Agreement with Angle Strategies, Inc.

The Commissioners Court of Harris County, Texas, met at the Harris County Administration Building in the City of Houston, Texas on _____, 2023.

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

**ORDER AUTHORIZING AGREEMENT WITH
ANGLE STRATEGIES, INC.**

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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley 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:

1. The Harris County Judge or her designee is authorized to execute on behalf of Harris County an agreement with Angle Strategies, Inc. for consulting services related to redrawing Harris County Election Precinct boundaries to comply with Chapter 42 of the Texas Election Code.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.