



BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

March 26, 2021

Via E-Mail: AR@guidespark.com; fmiri@guidespark.com and
mgaitan@guidespark.com

GuideSpark, Inc.
1400A Seaport Blvd., Suite 500
Redwood City CA 94063

*In re: Notice of Contract Termination for GuideSpark Communicate
Benefits Guide (Williamson County, TX)*

To Whom It May Concern:

As you are aware, the Williamson County Human Resources department has been in a contract with your company as referenced above. The department has requested that the county commissioners approve changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, paragraph 6.3, which allows for termination, the relevant provision states as follows:

6.3 Termination for Convenience. Company may terminate this agreement for convenience upon sixty (60) days' written notice to GuideSpark. In any termination for convenience under this Section 6.3, Company shall be responsible for payment of any amounts due through the end of the then current Subscription Term. Company and GuideSpark agree that GuideSpark shall have no obligation to refund to Company any prepaid and unused fees.

Therefore, the purpose of this letter is to give you the required "sixty (60) days' written notice" that the county is terminating this agreement. **Therefore, the agreement is not renewed, and invoice number 15787 is moot.** While the above-referenced termination for convenience indicates that the county is "responsible for

payment of any amounts due,” this only applies to the “current Subscription Term” which runs through March 30, 2021.

You should also be aware that proper approvals are mandatory where tax funds are involved. Vendor agreements may be revisited as a matter of public policy by future administrations regardless of what was agreed to in the past. In other words, public policy prohibits “long term” contracts without an out clause in that such agreements unconstitutionally “bind future administrations”—Op. Tex. Att’y Gen. JM-908 (1988) (stating in relevant part that “[i]n the exercise of its governmental or legislative powers, a board or governing body ... cannot enter into a contract extending beyond its own term”). "A contract which violates these constitutional provisions is void." *City-County Solid Waste Control Bd. v. Capital City Leasing, Inc.*, 813 S.W.2d 705, 707 (Tex. App.--Austin 1991, writ denied).

Thank you for your prompt attention and assistance in this regard.

Sincerely,



Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Human Resources

BG/me