

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the “Agreement” or “MPSA”) is entered into on the Effective Date by and between Gradient Leadership Solutions, LLC of Mansfield, Texas, a private entity operating under the laws of the State of Texas, USA (the “Company” or “Gradient”), and Williamson County, TX (“Client” or “County”). Company and County may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, County intends to retain Company to perform stated services and produce stated work product; and Company intends to perform stated services and produce stated work product for County;

WHEREAS, Company intends to maintain sole ownership and intellectual property rights in services performed and work product produced for County under this MPSA, and County intends to use and reproduce the work product produced by Company under this MPSA; and

WHEREAS, both Parties expect to disclose and receive confidential information with the other Party under this MPSA;

NOW THEREFORE, for good and valuable consideration including without limitation all rights and obligations under this MPSA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. STRUCTURE & SCOPE

1.1 Master Agreement. Unless otherwise expressly stated in an individual Work Authorization, the terms and conditions of this MPSA are the default terms and conditions applicable to all services performed and work product produced by Company in the performance of a Work Authorization on behalf of the County.

1.2 Work Authorization(s). From time to time pursuant to this MPSA, Company and County may execute a subordinate agreement substantially in the form of Exhibit A (the “Work Authorization”), detailing without limitation, the terms and conditions under which Company is engaged to perform services and to product work product on behalf of the County. Each individual Work Authorization is incorporated with and forms a discrete agreement together with the MPSA. There is no limit to the total number of Work Authorizations the Parties may execute under this MPSA. Multiple Work Authorizations may coexist under this MPSA. Any term or condition of an individual Work Authorization that modifies a term or condition of the MPSA, applies only to that individual Work Authorization and no other.

1.3 Products & Services. County hereby retains Company under this MPSA based on Company’s demonstrated competence and requisite qualifications to perform services and produce work product substantially of the type defined in the Company website¹ (the “Products and Services”) and as called for in each Work Authorization. Company is not a public accounting firm. Company Products and Services do not

¹ Gradient Solutions Corporation website <https://www.gogradient.com/>. Gradient Solutions Corporation is licensed and regulated by the Texas Private Security Bureau, P.O. 4087, Austin, TX 78773, phone (512) 424-7293. Company License #A14770801, 460 Turner Warnell Road Mansfield, TX 76063, phone (817) 614-6329.

constitute a formal audit, compilation, review, attestation service, or fraud examination, and do not entail assessments of the capabilities or performance of County's employees.

1.4 Performance by Company. Company hereby covenants and agrees to perform agreed upon Work Authorizations in a professional manner in accordance with applicable laws and industry standards relevant to the Products and Services called for and defined in Section 1.3.

2. RELATIONSHIP & RESPONSIBILITIES

2.1 Independent Contractor. Company and all associated persons including without limitation, employees, board members, contractors, sub-contractors, interns, and volunteers, whether engaged full time or part-time by Company (the "Company Representative(s)"), are and operate as, an independent contractor(s) to County under this MPSA and all Work Authorizations. Nothing in this MPSA or in any Work Authorization is to be construed as establishing an employment, agency, joint venturer, or partner, relationship between County and Company or with any Company Representative.

- (a) Representations to Third Parties. Under no circumstances will Company represent to any third party that Company's relationship with the County is anything but that of an independent contractor.
- (b) Authority. Company has no authority to: (i) speak on behalf of the County; (ii) make management or business decisions for the County; and (iii) represent or bind the County in a contract, negotiation, subpoena, or any other scenario or official proceeding.
- (c) Cooperation with County. Company will provide Products and Services specified in a Work Authorization in good faith cooperation with the County wishes, but Company will determine, in Company's sole discretion, the manner and means in which Company performs or provides Products and Services as an independent contractor subject to compliance with applicable laws and regulations. Company will make good faith efforts to comply with County requests for specific individuals to work on any one or more Work Authorization from among the Company Representatives.

2.2 Taxes and Benefits. Company will report all compensation received from County pursuant to this MPSA as self-employment income for tax purposes. Company will indemnify County and hold County harmless from and against all claims, damages, losses, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on County to pay withholding taxes, social security, unemployment, disability insurance, or similar items in connection with compensation received by Company under this MPSA. Company is not entitled to paid vacation, sick leave, or participation in any benefit plans, arrangements, or distributions by County pertaining to bonus, stock option, profit sharing, insurance, or similar benefits otherwise available to an employee of County.

2.3 Liability Insurance. Company will maintain adequate insurance for claims: (i) under workers' compensation or government-established disability acts; (ii) for damages due to bodily injury, sickness, disease, or death, arising from any willful misconduct, or negligent act or omission, by Company; and (iii) for damages due to mishandling or destruction of County's tangible or intangible property, including loss of use resulting therefrom, arising from any willful misconduct, or negligent act or omission, by Company.

2.4 County Role & Responsibilities.

- (a) Authority. Neither the County nor any associated persons under County's control, including without limitation, employees, board members, contractors, sub-contractors, interns, and volunteers, whether engaged full time or part-time by County (the "County Representative(s)"), has the right or authority to direct or control the manner or means in which the Company performs or provides Products and Services as an independent contractor under this MPSA or any Work Authorization.
- (b) Deliverables. County will promptly acknowledge and accept deliverables that objectively conform to the requirements of a Work Authorization. County will promptly notify Company in writing of any non-conformance of a deliverable and engage with Company to clarify the non-compliance and agree on a timeline to correct the non-compliance involving no less than ten (10) days. Work Authorization deliverables are nevertheless considered acknowledged and accepted by the County where the County fails to promptly notify Company of non-compliance in writing or uses a non-conforming deliverable prior to notification of non-compliance, or unreasonably delays acknowledgment of accepting a deliverable.
- (c) County Data & File Sharing. County consents to Company's commercially reasonable and compliant use of: (i) secure Internet communications and file transfer protocols and tools; (ii) secure cloud-based storage methods, tools, and facilities, for temporary storage and sharing of County data and electronic files; and (iii) secure commercially available software, tools, protocols, and platforms, to (1) communicate and collaborate among Company/County Representatives; (2) collect, analyze, duplicate, manipulate, and temporarily store County data and Company work product; (3) monitor and control County and Company access to County data and Company work product, by way of a secure Company portal based on a third party software provider portal platform that may include a third party software platform provider's requirement that County execute a customer portal access agreement prior to using the software platform on which the Company portal resides; during the term of this MPSA and any Work Authorization. Company is not a direct portal host for County data or electronic files. Company may delete County data and electronic files from the Company portal at any time without notice. County is responsible for maintaining separate copies of all County data and electronic files provided to Company.
- (d) Compliance & Reporting. County is solely responsible for its own data and documentation retention policy, implementation, and reporting obligations.

2.5 Non-Solicitation. During the term of this MPSA and for a period of six (6) months thereafter, a first Party will not directly solicit an employment or contractor engagement with any of the second Party's employees or contractors, whether for the first Party's own benefit or for that of any third-party person or entity, without prior written consent of the second Party. The County cannot be held responsible if the employee applies for a general job posting.

3. TERM & TERMINATION

3.1 MSPA Term. This MPSA commences on the Effective Date. The MPSA expires five (5) year from the Effective Date or as soon thereafter as the last of any active Work Authorization is complete, expires, or is terminated, unless the MPSA is terminated earlier by either Party (the "MSPA Term").

3.2 Termination for Breach.

- (a) MSPA Breach. Either Party may terminate this MSPA if the other Party breaches a material term of the MSPA and fails to cure the breach within ten (10) days following written Notice of the breach by the non-breaching Party. Terminating the MSPA for a material breach immediately terminates all active Work Authorizations.
- (b) Work Authorization Breach. Either Party may terminate an individual Work Authorization if the other Party breaches a material term of the individual Work Authorization and fails to cure the breach within ten (10) days following written Notice of the breach by the non-breaching Party. Terminating a Work Authorization for a material breach only terminates that individual Work Authorization.

3.3 Termination for Convenience. Either Party may terminate an individual Work Authorization, or the MSPA along with all active Work Authorizations, at any time for any reason or for no reason, by giving at least ninety (90) days written Notice to the other Party.

3.4 Effect of Expiration or Any Type of Termination.

- (a) License Termination. Upon expiration or termination of a Work Authorization or of the MSPA along with all active Work Authorizations, related licenses granted between the Parties also terminate.
- (b) Undisputed Compensation. Within thirty (30) days of expiration or any type of termination of a Work Authorization or this MPSA (except for termination pursuant to Section 3.2 for breach by Company), County will pay Company all undisputed amounts due and payable under any Work Authorization performed in whole or in part prior to the expiration or termination effective date. Disputed amounts are payable to Company within thirty (30) days following resolution of the dispute.
- (c) Return of Confidential Information. Upon the expiration or any type of termination of a Work Authorization or of the MSPA along with all active Work Authorizations, both Parties will promptly return relevant Confidential Information to the other Party, at each Party's own expense and in accordance with the receiving Party's reasonable instructions.

3.5 Survival. The provisions of Sections 2.5, 3.4, 5, 6, 8, 9, and 10 survive the expiration or any termination of this MPSA and any Work Authorization.

3.6 Remedy. County acknowledges and agrees that in the event of any breach of this MPSA or a Work Authorization, Company may be irreparably and immediately harmed and may not be made whole by monetary damages, which would be difficult to ascertain. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, Company is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and County further agrees to waive – to the extent permitted by law – any requirement for the securing or posting of any bond in connection with such remedy. The remedy is not the exclusive remedy for County's breach of this MPSA but is in addition to all other remedies available at law or equity to Company. County agrees to reimburse Company for

reasonable attorneys' fees, court costs, and expenses, including attorneys' fees incurred pursuing enforcement of obligations under this MPSA if Company prevails in obtaining the relief sought.

4. COMPENSATION & EXPENSES

4.1 Compensation. In an amount not to exceed \$500,000, County will compensate Company within thirty (30) days of Company delivering the Products and Services specified in each Work Authorization. County's acknowledgement and payment of Company's satisfactory Work Authorization performance will not be unreasonably delayed or withheld, whether the performance is a final completion of or an agreed upon milestone of, the Work Authorization. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

4.2 Expenses. Company receives reimbursement for reasonable, ordinary, and necessary business expenses incurred in the performance of each Work Authorization, including direct supplies, printing, and duplication costs, established U.S. Government per diem rates² for travel, parking, tolls, lodging, meals, and incidental expenses, and established IRS published rates for mileage.³

In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup. The County will notify Gradient of any changes to the policy or the link to the Williamson County Vendor Reimbursement Policy during the contract period.

Tax Exemption: Williamson County is a body corporate and political under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exemption certificate will be furnished upon request.

4.3 Invoicing. Company will invoice the County on or about the last non-holiday working day of each month for performance and expenses occurring that month for a given Work Authorization. Invoices will include supporting documentation and details of each invoice line item.

² U.S. General Services Administration (GSA) per diem rates by year and location <https://www.gsa.gov/travel/plan-book/per-diem-rates>

³ Internal Revenue Service (IRS) Standard Mileage Rate per year <https://www.irs.gov/tax-professionals/standard-mileage-rates>

4.4 Invoice Disputes. County will timely pay undisputed portions of an invoice and promptly provide written Notice to Company of any disputed remainder. The Parties will proceed in good faith to promptly resolve disputed invoice amounts. Absent resolution in thirty (30) days from Notice by County, Company may suspend performance of the relevant Work Authorization, without limitation or waiver of any other right or remedy available under this MPSA or at law.

5. CONFIDENTIALITY

5.1 Confidential Information. “Confidential Information” for either Party means and includes without limitation, in any tangible or intangible form, the communications, data, information, knowledge, materials, and the like, of one Party that is directly or indirectly disclosed to or is otherwise encountered by the other Party in connection with Innovations, or the performance or content of this MPSA or any Work Authorization. Confidential Information does not include Confidential Information of one Party that the other Party can demonstrate: (i) is or becomes part of the public domain through no direct or indirect action, fault, or omission of the other Party; (ii) was in the other Party’s lawful possession prior to the subject disclosure; (iii) was lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) was independently developed by the other Party without use of or reference to the disclosing Party’s Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided the other Party gives prompt written notice of such requirement to permit the one Party to seek a protective order or other appropriate relief.

5.2 Confidentiality. At all times during and after termination or expiration of this MPSA and any Work Authorization, and to the fullest extent permitted by law, both Parties will take commercially reasonable actions to hold, and to require their respective Company/County Representatives to hold, the other Party’s Confidential Information in strict confidence, and to not use or allow third-party access to the other Party’s Confidential Information for any reason, except as allowed by: (i) applicable law; (ii) this MPSA or an individual Work Authorization; or (iii) express written permission from an authorized representative of the other Party. Nothing in this Section 5 or otherwise in this MPSA or any Work Authorization will limit or restrict in any way either Party’s immunity from liability for disclosing the other Party’s trade secrets as specifically permitted by 18 U.S.C. § 1833⁴ or equivalent statute in another jurisdiction.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of Intellectual Property. Company retains exclusive ownership and holds all right, title, and interest in and to all Innovations, including without limitation, all available worldwide rights in patent disclosures, provisional patent filings, filed and unfiled patent applications, as well as copyright rights, Moral Rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, “Intellectual Property Rights”) relating to Products and Services under

⁴ The Defend Trade Secrets Act, 18 U.S.C. § 1833 (<https://uscode.house.gov/>) provides:

(b)(1) Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made, (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b)(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

this MPSA and any Work Authorization. County agrees that whether any Innovation(s) might otherwise legally be deemed works made for hire, all Innovations and Intellectual Property Rights are the sole and exclusive property of Company.

6.2 Ownership & License of County Data. County retains ownership of all raw data and information provided to Company under a Work Authorization. County hereby grants Company a non-exclusive license to use, manipulate, and reproduce raw data and information provided by County under a Work Authorization.

6.3 License to County. Company hereby grants County a non-exclusive, non-transferable, license to use and reproduce Company work product during the term of a Work Authorization under which the work product was produced.

6.4 Innovations. “Innovations” mean without limitation, all technical advancements, analysis, applications, algorithms, byproducts, combinations, discoveries, displays, encodings, enhancements, ideas, improvements, insights, inventions, know-how, outcomes, processes, results, systems, techniques, technology uses, test results, and the like, whether in tangible or intangible form, that Company: (i) utilized, made, conceived, developed, or reduced to practice, alone or jointly with County or other third party, in the course of providing Products and Services under this MPSA; and (ii) were utilized, made, conceived, developed, or reduced to practice, actually or demonstrably, prior to the Effective Date of this MPSA in preparation for or in anticipation of a Work Authorization under this MPSA; whether any Innovation(s) are eligible for Intellectual Property Rights or other legal protection.

6.5 Moral Rights. County hereby irrevocably transfers and assigns to Company and agrees to irrevocably transfer and assign to Company in the future, and waives and agrees never to assert, any and all Moral Rights that County may have in or with respect to any Innovation, during and after the term of this MPSA (the “Moral Rights”). Moral Rights mean any legal right to claim authorship of an Innovation, to object to or prevent the modification or destruction of an Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any jurisdiction in the world, or under any treaty, whether or not such a right is identified as or referred to as a “moral right.”

6.6 Related Rights. To the extent Company owns or controls, presently or in the future, any patent rights, copyright rights, mask work rights, trade secret rights, or other intellectual property or proprietary rights that block or interfere with the rights granted to County under this MPSA (collectively, “Related Rights”), Company hereby grants or shall cause to be granted to County a limited, non-exclusive, revocable, non-transferable, license to use work product covered by the Related Rights to the extent necessary for County to exercise rights expressly granted under this MPSA.

7. REPRESENTATIONS & WARRANTIES

7.1 Conflicting Obligations and Commitments. Company represents and warrants that it has no pre-existing obligations or commitments, and will not undertake future obligations or commitments, that conflict with or are inconsistent with providing full performance of obligations and commitments to the County under this MPSA and any Work Authorizations. Company will use best judgment in the need to notify the County of potential conflicts of interest prior to any undertaking by Company during the MPSA Term.

7.2 Third Party Products & Services. Company cannot and does not warrant products or services from any third party that is not a Company Representative.

7.3 Compliance & Non-Infringement. Company represents and warrants that: (i) Company performance under this MPSA is and will be in compliance with applicable public laws and voluntary guidelines established by comparable firms in the industry operating in the United States; and (ii) Company's Innovations or its Products and Services, do not knowingly infringe or otherwise misappropriate or violate the rights of any third party, including without limitation, third party Intellectual Property Rights or third party rights of privacy or publicity.

7.4 Disclaimer. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND COMPANY HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1 Indemnification. On prompt written notice from County regarding a third party claim against County, Company will indemnify, defend, and hold harmless, County from and against claims, damages, losses, and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from an action by a third party against County based on: (a) County's compliant use or reliance on Company Products and Services under this MPSA that are free of any independent modification by County; (b) Company's alleged infringement, misappropriation, or violation, of the third party's Intellectual Property Rights; or (c) Company's negligent act, omission, or willful misconduct, resulting in: (i) bodily injury, illness, or death of a person; (ii) injury or destruction to tangible or intangible property including computer programs and data, or any loss of use resulting therefrom; or (iii) the violation of a relevant law, statute, ordinance, or regulation.

9. LIMITATION OF LIABILITY

9.1 Release. COMPANY IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Limitation. Company's liability, in contract, tort (including negligence), or any other legal or equitable theory will not exceed the sum of fees paid and fees due by County under this MPSA and any Work Authorization.

10. GENERAL PROVISIONS

10.1 No Election of Remedies. Any exercise of a remedy by Company under this MPSA shall be without prejudice to other remedies available under this MPSA or that are otherwise available at law or in equity. Any election by Company to terminate this MPSA or any individual Work Authorization will not be deemed an election of remedies, and all other remedies available under this MPSA or that are otherwise available at law or in equity, survive the termination.

10.2 Assignment. Neither Party may assign or transfer any rights or delegate any obligations under this MPSA, in whole or in part, without the other Party's express prior written consent. Any attempted assignment, transfer, or delegation, without such consent, is void. Subject to the foregoing, this MPSA and all Work Authorizations are binding upon and will inure to the benefit of the Parties' permitted successors and assigns.

10.3 Equitable Remedies. The Products and Services by Company under this MPSA are personal and unique, and therefore Company reserves the right to enforce this MPSA by injunction, specific performance, or other equitable relief, without having to post a bond or other consideration, further to other remedies Company may have for breach of this MPSA and any Work Authorization.

10.4 Attorneys' Fees. Unless otherwise stated, any action taken that is necessary to enforce a Party's rights under this MPSA or any Work Authorization, the substantially prevailing Party is entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief the prevailing Party is entitled.

10.5 Governing Law. The validity, construction, and performance of this MPSA and each Work Authorization is governed by and must be construed in accordance with the laws of the State of Texas, excluding that body of law pertaining to conflict of laws. For any claim or dispute arising under this MPSA the Parties hereby consent to the exclusive jurisdiction, forum, and venue of the state courts of Williamson County, Texas, USA, and the federal courts in Austin, Texas, USA.

10.6 Dispute Resolution. If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, GRADIENT and the COUNTY shall each select a mediator, and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

GRADIENT and COUNTY hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all remaining provisions of the Agreement remain in full force and effect, and the provision affected shall be construed to be enforceable to the maximum extent permissible by law.

10.8 Notice. Notice given by a Party under this Agreement including routine contact information updates, must be in writing and delivered to the receiving Party either by: (a) Email; (b) process service recognized in the receiving Party's jurisdiction; or (c) prepaid private courier or government registered post operating in the receiving Party's jurisdiction. Delivery of Notice is considered valid and sufficient if accompanied by the receiving Party's Email acknowledgement of safe receipt, or by an attested delivery receipt for delivery by process service, private courier, or government registered post.

Company contact information:	County contact information:
Gradient Solutions Corporation 460 Turner Warnell Road Mansfield, Texas, 76063 USA Attn: Calvin E. Webb III Email: cwebb3@gogradient.com Web: https://www.gogradient.com	See County contact information on the signature page of this Agreement.

10.9 Entire Agreement. This MPSA together with each Work Authorization constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior oral or written: agreement; discussion; draft; negotiation; promise; representation; stipulation; understanding; or warranty; between the Parties or in any expressly mentioned extrinsic materials not incorporated in writing in this MPSA or any Work Authorization.

10.10 Modifications. Any waiver, modification, or amendment of any provision of this MPSA or of any Work Authorization is effective only if in writing signed by the Parties.

10.11 Waiver. Waiver by either Party of any breach of any provision of this MPSA or any Work Authorization must be in writing and does not constitute a waiver of any subsequent breach of the same other provisions of this MPSA or any Work Authorization.

10.12 Signatures and Counterparts. This MPSA may be executed with handwritten or electronic signatures delivered among the Parties in one or more identical counterparts, on paper, by e-mail attachment, or by agreed upon internet-based electronic signature platform. Each counterpart is deemed to be an original and all counterparts together constitute one and the same instrument. Each Party need not sign the same counterpart.

10.13 County's Right to Audit. Company agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. County shall give Company reasonable advance notice of intended audits and recognizes that most, if not all, of the documentation will be maintained on a mutually accessible SharePoint site or within the County's own internal records.

10.14 No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

10.15 Public Information. Company understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

[Signature page follows]

Agreement Number: 20241126-1117

IN WITNESS WHEREOF, the Parties voluntarily execute this Agreement by an authorized representative of the named Party below as of the Effective Date.

“Effective Date”: _____

Gradient Leadership Solutions, LLC (Company)	Williamson County, TX (Client or County)
Signature: <u>Lorie Lankford</u>	Signature: <u>Valerie Covey</u>
Name: <u>LorieLankford</u>	Name: <u>Valerie Covey</u>
Title: <u>Partner</u>	Title: <u>Presiding Officer</u>
	Postal Delivery Street Address: _____ _____ _____
	Contact E-mail: _____
	Contact Telephone: _____

Attachments:
Appendix A – Sample Work Authorization



APPENDIX A
SAMPLE Work Authorization

This Work Authorization is effective _____ (the “Work Authorization Effective Date”), issued under and subject to the terms and conditions of the Agreement identified above (Agreement Number) by and between Company and County.

1. **Work Authorization Term**

This Work Authorization begins on the Work Authorization Effective Date and expires

2. **Services & Deliverables**

Company shall engage in lawful activities and endeavors on behalf of County in cooperation with County representative [NAME] and persons designated by [NAME], as detailed below.

- a.
- b.

3. **Schedule**

4. **Compensation, Expenses, Invoicing**

5. **County Responsibilities**

6. **Other Terms & Conditions**

Gradient Leadership Solutions, LLC (Gradient)	Williamson County, TX (Client or County)
Signature: _____	Signature: <u>Valerie Covey</u>
Name: _____	Name: <u>Valerie Covey</u>
Title: _____	Title: <u>Presiding Officer</u>

