

Work Authorization No. 1

Fractional Staff Support Services

This Work Authorization is effective January 28th, 2025 (the “Work Authorization Effective Date”), issued under and subject to the terms and conditions of the Master Professional Services Agreement identified by Agreement Number 20241126-1117 by and between Gradient Leadership Solutions, LLC (Company or Gradient) and the Williamson County, TX (County).

Section A – Scope of Services

Description of Services

Gradient is engaged by the County Auditor to act in an advisement and support capacity in a similar manner to Senior level accounting staff during a focused period of time to assist the County Auditor’s leadership in meeting certain finance-related objectives.

Key Goals

The following key goals are a part of this Work Authorization:

- Provide focused finance-related advice and support for the County Auditor.
- Where applicable, communicate any process or internal control improvements to the team as identified.

Key Tasks

Gradient’s team will be available to assist the County in a variety of ways. Gradient and County will meet at a minimum every other week for work assignments and progress updates.

Staffing

Resources proposed for this project will include Lorie Lankford, Calvin E. Webb III, and other Gradient resources on an as needed basis.

Schedule

Gradient will be available beginning on February 3, 2025. Gradient will be available to support the County Auditor for approximately 30 hours per week (on-site or remote) or an estimated 120 hours per month. The total requested hours per week will be agreed upon by the both parties. Gradient will work with the County Auditor’s team to determine a reasonable on-site schedule.

Changes in Expectations

Any changes in expectations or significant frequency differences during this Work Authorization or items requested beyond the scope of this document will be subject to a Work Authorization Change Order, which would be drafted and agreed upon by both parties as required.

Expiration

This Work Authorization will expire effective September 30, 2025, unless terminated for convenience by either party with 30 days written notice using E-Mail or USPS.

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Section B – Deliverables

No specific deliverables are contemplated within this work authorization. Based on the County's specific requests, Gradient could agree to provide certain deliverables during this Work Authorization.

Section C – Compensation and Billing

Compensation Method

- Gradient will invoice the County on a monthly basis, based on hours worked, with a total billing cap of \$75,000.
- Gradient will invoice at a rate of \$235 per hour per employee.

Billing Method

Expenses incurred during the month will be invoiced during the following month or at the conclusion of the project (if applicable). At termination, a final invoice will be provided to the County for time and expenses incurred through the termination date.

Expenses

Gradient will not bill the County for out-of-pocket expenses such as lodging, tolls, per diem, and mileage.

Section D – County Responsibilities

- The County Auditor's management team will provide direction on the tasks or scope for Gradient's hours.
- The County will provide office, conference room, or other space along with an Internet connection for Gradient when meeting at the County's facilities.
- County will provide appropriate devices, under their control, for use in the internal IT environment as well as any security training (if required).
- The County Auditor will make all management and implementation decisions stemming from any work performed by Gradient.
- The County will review any information submitted by Email and remove any personally identifiable information (PII) before sending. The use of a shared portal is advisable.
- The County is solely responsible for the decision to implement, modify, or reject any recommendations provided by Gradient. Gradient is not liable for the outcomes of decisions made by the County, even if such decisions were based on Gradient's advice or recommendations. Gradient does not have the authority to unilaterally implement or execute any financial decision or strategy on behalf of the County.
- The County Auditor shall accurately describe the Gradient's role as Senior level accounting staff or any other capacity in which the Gradient is engaged under this Agreement. The County shall not imply that the Gradient holds a full-time or permanent position within the County or has authority beyond that explicitly granted in this Work Authorization.

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Section E – Other Matters

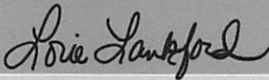
- Gradient will not directly access any banking or treasury related accounts except through a read-only account created specifically for Gradient use which will be disabled upon completion of this Work Authorization. Gradient will not act as a signer on any accounts.
- Gradient will not be able to sign any documents, electronic or physical, on behalf of the County or enter into any contracts on behalf of the County.
- Gradient will not make any personnel decisions on behalf of the County including the assessment of the employees’ capabilities in performing their identified tasks or supervision of any employees.
- Tasks to be performed may be conducted onsite and remotely.
- For the purposes of Section 9.2 of the MPSA, sum of fees paid and fees due by County will be limited to the average of the last three months of professional fees.
- The County makes all procurement decisions relating to this Work Authorization. Gradient has no part or recommendation in the process.
- The Services do not constitute work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Gradient’s engagement does not constitute an audit, compilation, review, attestation service, investigation, or fraud examination.
- Gradient will not make any management decisions including setting policy or strategic direction; accepting responsibility for or directing County employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the County; preparing source documents for the County; deciding which recommendations from Gradient or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for the County; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar activities.
- Gradient is not a public accounting firm.

	Williamson County, TX	Gradient Leadership Solutions, LLC
By:	<i>Valerie Covey</i>	
Name:	Valerie Covey	LorieLankford
Title:	Presiding Officer	Partner
Email:	vcovey@wilco.org	llankford@gogradient.com

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Williamson County, TX		Gradient Leadership Solutions, LLC	
By:			
Name:		LorieLankford	
Title:		Partner	
Email:		llankford@gogradient.com	