

**ADDENDUM TO CONTINUING EDUCATION PROGRAM AGREEMENT
BETWEEN
WILLIAMSON COUNTY, TX
AND
CAREER STEP, LLC**

This Addendum to Continuing Education Program Agreement (“Addendum”) is entered into by and between the Career Step, LLC (“Seller”) and Williamson County (“County”), collectively the “parties”, for a purchase of licenses.

The Contract documents shall include the following:

1. The Continuing Education Program Agreement; and
2. This Addendum.

Notwithstanding any language to the contrary in the attached Continuing Education Program Agreement (the “Agreement”), the Parties hereby stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

Term. The Agreement shall commence upon the signing of the Agreement and shall expire two (2) years after signing the Agreement, unless terminated earlier in accordance with the provisions of the Agreement or otherwise extended by the parties. The Agreement may be renewed for three (3) renewals at Counties option, each a “Renewal Term.” County shall provide Seller with written notice of its intent to renew at least thirty (30) days prior to the end of each term.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Right to Audit: CAREER STEP agrees that licensee 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 CAREER STEP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CAREER STEP agrees that licensee shall have access during normal working hours to all necessary CAREER STEP facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give CAREER STEP reasonable advance notice of intended audits.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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 licensee 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 licensee 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 licensee'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.

Annual pro-rated seat usage: CAREER STEP will invoice Williamson County for any seat overages at the end each annual year. The pro-rated amount will be based off the number of seats pro-rated over a 12-month period. CAREER STEP will provide the County with a list of prorated seats over contractual allotment with an invoice due upon receipt.

(signature page follows)

Executed this the ____ day of _____, 2019.

County:

Williamson County, Texas

By: _____

Name: Bill Gravell

Title: County Judge

Date: _____

SELLER:

Career Step, LLC

By: Ray Shanahan

Name: Ray Shanahan

Title: Director of Sales

Date: 5/23/19