
COUNTY ADDENDUM FOR BIZLIBRARY

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS COUNTY ADDENDUM FOR BIZLIBRARY (hereinafter “Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Cranium Holdings, Inc. dba Business Training Library, LLC** (hereinafter “BizLibrary”), both of which are referred to collectively herein as the parties. The County agrees to engage BizLibrary as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated include the following:

- A. This Addendum;
- B. 24RFP52 Learning Management Systems;
- C. Master Subscription Agreement (Executed on September 26, 2023); and
- D. BizLibrary Order Form (Quote No. Q-23230);

In the event of any inconsistency or conflict between the provisions of the documents listed above, the inconsistency or conflict shall be resolved by giving precedence to the documents in the preceding order.

II.

Effective Date and Term: This Addendum shall become effective on **October 1, 2024**, and shall continue till **September 30, 2027** (“Initial Term”), unless terminated earlier pursuant to this Addendum. At the end of the Initial Term, the parties shall have the option to renew by mutual agreement for two (2) additional one (1) year terms, with the terms and conditions remaining the same. The total period of this Addendum, including all terms, shall not exceed five (5) years.

III.

Consideration and Compensation; Prompt Payment Act: BizLibrary will be compensated based on a fix amount as set out in the BizLibrary Order Form. The not-to-exceed amount is One-Hundred Fifty-Five Thousand Three Hundred Twenty Dollars (\$155,320.00) per fiscal year. All payments made by the County under this Addendum shall be made from current funds available to the County at each fiscal year.

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 the County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Notwithstanding the foregoing or anything to the contrary in this Agreement, BizLibrary may suspend access to the Service if an invoice that has been submitted to the County is not paid by the 31st day of the following month. Interest charges for any overdue payments shall be paid by the County 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 the County'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.

IV.

Tax Exemption: The Parties acknowledge that the County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to BizLibrary upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against BizLibrary for the supplies or products provided or any services rendered.

V.

Non-Appropriation: This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving BizLibrary sixty (60) days written notice of termination before the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default and shall be without penalty or further obligation to County.

VI.

Termination: This Addendum 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 under this section by the County, no fees shall be refundable.

VII.

Compliance With All Laws: BizLibrary agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

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.

IX.

No Agency Relationship: It is understood and agreed that BizLibrary shall not in any sense be considered a partner or joint venturer with the County, nor shall BizLibrary hold itself out as an agent or official representative of the County. BizLibrary shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by BizLibrary or failure to act relating to the services being provided.

X.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, BIZLIBRARY SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS ADDENDUM OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

XI.

Right to Audit: BizLibrary agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of BizLibrary which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. Any such audit shall be at the County's sole cost and expense. The County shall give BizLibrary reasonable advance notice of intended audits.

XII.

Mediation: The parties agree to use mediation for dispute resolution prior to any formal legal action being taken relevant to this agreement.

XIII.


Venue and Applicable Law: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date mentioned above.

WILLIAMSON COUNTY:


Bill Gravell (Jul 30, 2024 10:56 CDT)

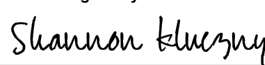
Authorized Signature

County Judge/Presiding Officer

Date: Jul 30, 2024, 20__

CRANIUM HOLDINGS, INC.:

DocuSigned by:


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Authorized Signature

Shannon Kluczny

Printed Name

Date: July 26, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 26 2024 Time: 12:13 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 26 2024 Time: 12:09 pm