

STATE OF TEXAS

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COUNTY OF FORT BEND

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### THIRD AMENDMENT TO HOOPLA SERVICE AGREEMENT

THIS THIRD AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Midwest Tape, LLC ("Midwest Tape"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Hoopla Service Agreement, on or about November 18, 2014, subsequently renewed annually, and as amended on December 5, 2023 and November 12, 2024, (collectively the "Agreement"), incorporated herein for all purposes as if set forth verbatim; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement, and incorporated by reference in the same as if fully set forth verbatim herein;

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Limit of Appropriation.** Midwest Tape clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Ten Thousand dollars and -00/100 (\$10,000.00), specifically allocated to fully discharge any and all liabilities County may incur under this amendment. Midwest Tape does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Midwest Tape may become entitled to and the total maximum sum that County may become liable to pay to Midwest Tape under the agreement, shall be increased to and shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Seventy-Five Thousand, Five Hundred dollars and 00/100 (\$275,500.00).

(Execution Page Follows)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibit(s) hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

MIDWEST TAPE, LLC

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sue Bascuk  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
3-12-2025  
Date

REVIEWED:

\_\_\_\_\_  
Fort Bend County Libraries

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor