

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**RENEWAL OF ADDENDUM TO HOOPLA SERVICE AGREEMENT**

THIS RENEWAL ("Renewal") 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, and as subsequently renewed annually (collectively the "Agreement") and incorporated herein for all purposes; and

WHEREAS, County desires that Midwest Tape provide the hoopla digital platform and other associated library products as will be more specifically described in this Agreement (collectively the "Services"); and

WHEREAS, Midwest Tape represents that it is qualified and desires to perform such Services; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts items that can be obtained from only one source; and

WHEREAS, Midwest Tape is the sole source provider of the Services as indicated by the letters attached hereto as Exhibit "B" and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

NOW, THEREFORE, County and Midwest Tape desire to amend said Agreement as set forth below:

- I.       **Renewals**
  1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
  2. **Scope of Services.** Midwest Tape shall continue to provide Services as described in Midwest Tape's Letter, dated October 1, 2025, attached as Exhibit "A" and incorporated fully by reference. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

3. **Term.** This Agreement shall renew and this Renewal is effective as of October 1, 2025, and shall expire no later than September 30, 2026, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Renewal shall automatically renew, but may renew upon written agreement of the parties.
4. **Limit of Appropriation.** The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit A is \$324,000.00. In no case shall the amount paid by County under this Renewal exceed this Maximum Compensation without an approved change order. Midwest Tape clearly understands and agrees, such understanding and agreement being of the absolute essence of this Renewal, that County shall have available the total maximum sum of \$324,000.00, specifically allocated to fully discharge any and all liabilities County may incur. Midwest Tape does further understand and agree, said understanding and agreement also being of the absolute essence of this Renewal, 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 shall not under any conditions, circumstances, or interpretations thereof exceed \$324,000.00.
5. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Midwest Tape hereby verifies that Midwest Tape and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Midwest Tape does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Midwest Tape does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Midwest Tape does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
6. **Public Information Act and Open Meetings Act.** Midwest Tape expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the

Agreement or this Renewal to the contrary, County will make any information related to the Agreement and this Renewal, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Midwest Tape shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Renewal are not proprietary or confidential information. Midwest Tape expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement or this Renewal to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement and this Renewal.

7. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
8. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
9. **Understanding, Fair Construction.** By execution of this Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Renewal. This Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
10. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Renewal 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 Renewal and the attachments and exhibits 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

Vice President

ATTEST:

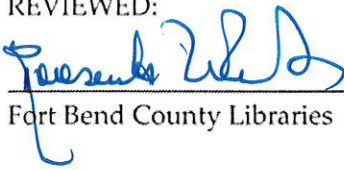
\_\_\_\_\_  
Title

1/27/2026

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

\_\_\_\_\_  
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

Exhibit A: Midwest Tape's Letter, dated October 1, 2025; and  
Exhibit B: Midwest Tape's Sole Source Letters.

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# EXHIBIT A

# MIDWEST TAPE

Here for Libraries.

PO Box 820, Holland, Ohio 43528

800-875-2785

[www.midwesttape.com](http://www.midwesttape.com)

October 1, 2025

## **Re: Sole Source Statement**

Midwest Tape (Midwest) is a full-service media distributor offering a wide variety of workflow solutions. Our unique product offerings and performance capabilities make us a sole source provider for public libraries. Midwest provides completely customized solutions for the fulfillment and support of physical media (DVDs, Music CDs and Audiobooks) to Public Libraries throughout North America. Midwest's customized and proprietary offerings provides sole sourced solutions for each individual library's needs.

Part of our customized DVD offering includes Great Courses and BingeBoxes. These are exclusive offers which include bundling of Great Course content into our new shelf-ready package, and BingeBox which includes 4-6 hand selected titles in each case, over 100 different themes that update quarterly. As with all our packaged media, our exclusive Variable Integrated Processing (VIP) service is available for both Great Courses and BingeBox offerings.

### ***Workflow Solutions and Physical Media***

Our Company provides libraries with unique performance capabilities that you will not find elsewhere. Like our Customized Standing Order service which creates media recommendations based upon criteria defined by your library. This process is suited perfectly for opening day collection requirements too. We provide a dedicated coordinator to assist with creating a completely turnkey process, which includes everything from customized selection lists to the delivery of shelf-ready products delivered and shelved at the designated destination.

Midwest Tape's collection development services are also free of charge, the programs above are modifiable; and selections include free vendor records; all offered with no minimums, no contracts, and no obligation to purchase.

Our Digital Processing Services provide shelf-ready products customized to each individual library. A dedicated coordinator and a team of processors are assigned to assist you throughout the process and after. Midwest's exclusive Variable Integrated Processing (VIP) uses imaging technology to create customized packaging and data services. In addition, for audiobooks, our digital processing service includes our patented SoundSafe™ case, which has been engineered specifically for libraries. These services are available in all formats.

### ***Customer Service is our Brand***

At Midwest, libraries' success is rooted in our mission. We build innovative products, promote equitable access to content and deliver personalized services to ensure libraries succeed, because strong libraries build healthy communities.

For more information, please contact me at the toll-free number above, or by email at [sbascuk@midwesttapes.com](mailto:sbascuk@midwesttapes.com).

Sincerely,

Sue Bascuk, Vice President

# EXHIBIT B



January 13, 2026

Subject: Sole Source Justification for Hoopla Digital

To whom it may concern:

This letter confirms that Midwest Tape's all-in-one digital library app, Hoopla, including its delivery and offerings, is a sole source product. Hoopla (alternatively 'the app') is the only all-in-one library media on demand software application offered exclusively to and by libraries and is manufactured, sold, and distributed by Midwest Tape, LLC.

The app is a Midwest Tape proprietary design providing libraries with true patron-driven acquisitions, simultaneous access to media, and the traditional licensing model known as one copy one user. Hoopla offers a wide variety of digital media, including audiobooks, eBooks, comics and manga, movies, TV shows, music, and more with BingePass, such as magazines and puzzles. All resources are available through a single login, with no platform fees for the library. As a result, no other available service offers the same purpose or functionality.

Additionally, Hoopla is the exclusive library on demand content provider for Warner and Universal Music, DC and Marvel comics, Hallmark, Acorn TV, AMC, and Syntax Creative, and offers titles from RLJ, Viacom, Pottermore, and other studios and publishers.

Midwest Tape owns and manages Hoopla, retaining all intellectual property rights to its platform, sites, apps, and updates.

For additional information, please contact me at the toll-free number below, or by email at [BIDREPinfo@midwesttape.com](mailto:BIDREPinfo@midwesttape.com).

Sincerely,



Sue Bascuk, Vice President

1417 Timberwolf Drive

Holland, OH 43528

800.875.2785

[midwesttape.com](http://midwesttape.com) | [hoopladigital.com](http://hoopladigital.com)