STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR TRADE BOOKS FOR FORT BEND COUNTY LIBRARY (Pursuant to Texas State Contract 715-M2)

THIS AMENDMENT ("Amendment") is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Ingram Library Services LLC ("Ingram"), a company authorized to conduct business in the State of Texas. County and Ingram may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on or about March 26, 2026, the parties executed and accepted that certain Agreement for Trade Books for Fort Bend County Library (Pursuant to Texas State Contract 715-M2) (hereinafter the "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to renew the Agreement for an additional year, to revise the Scope of Services, to set the Total Maximum Compensation for completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Term.** The Parties agree that this Amendment is effective as of October 1, 2026 (the "Effective Date") and shall terminate at 11:59 p.m. on September 30, 2027, unless sooner terminated in accordance with the terms of the Agreement. The Parties further agree that the Services were and are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties. The Agreement may only be renewed upon written instrument executed by both Parties.

2. **Scope of Services.** Ingram shall render services to County in accordance with the requirements and specifications of Texas State Contract 715-M2, which is incorporated fully by reference only for all purposes; and in accordance with Ingram's Offer and Contract Item List, which is attached hereto as Exhibit "A-2", and incorporated fully by reference for all purposes.

3. **Limit of Appropriation.** Ingram clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of Five Hundred Ninety Thousand and 00/100 dollars ($590,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Ingram does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Ingram may become entitled to and the total maximum sum that County may become liable to pay to Ingram shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Ninety Thousand and 00/100 dollars ($590,000.00). In no

event will the amount paid by the County for all Services under this Amendment exceed this Limit of Appropriation without an amendment executed by the parties.

4. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

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{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 exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

_____
County Judge

_____
Date

Attest:

_____
Laura Richard, County Clerk

INGRAM LIBRARY SERVICES LLC

_____
Authorized Agent – Signature

Carolyn Morris
_____
Authorized Agent – Printed Name

Vice President
_____
Title

August 25, 2026
_____
Date

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 contract.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A-2: Ingram's Offer and Contract Item List

EXHIBIT A-2

July 22, 2026

Fort Bend County Libraries
Sara Wheeler, Collection Development Manager
1003 Golfview Drive
Richmond, TX 77469

RE: New Ingram Special Offer

Dear Ms Wheeler:

Please accept this offer as notification that Ingram Library Services LLC would like to continue our business relationship with the Fort Bend County Libraries in the form of an agreement, renewed annually. The discounts and terms offered herein are from the State of Texas Contract # 715-M2, Cooperative Purchase Agreement, based on an annual spend of $590,000. These terms will be effective for the library's fiscal year 2026.

Discounts and Terms:

	*Trade Hardcover	46.5%
	*Trade Quality Paperbacks	40.0%
	*Mass Market Paperbacks	40.0%
	Library Bindings	15.0%
**	Short Discounted Titles	10.0% - 15.0%
	University Press	10.0%
***	Spoken Word Audio	0-45.0%
	Games	0.0 - 5.0%
	Music	0.0 – 5.0%
	DVD/Blu-ray	0.0 – 5.0%
	Net Titles	0.0%

** Trade Hardcover, Quality Paperbacks and Mass Market Paperback titles ordered with a cover price of $9.99 or less will receive a 20% discount.*

***Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes legal, technical, reference, scientific, and medical, prebound, and graphic novel titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements.*

**** Ninety to ninety-five percent of all Spoken Word Audio CD is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.*

Cataloging and Processing:

To simplify budgeting and to speed items through our facilities, Ingram offers bundled cataloging and processing services. With our tiered service levels, your library can easily estimate its yearly cataloging and processing costs and identify ways to save. Rather than charging for each item applied to a unit, all units on a designated account will be charged the same cataloging and processing fee. This speeds up the work in our processing units and lets

the library reconcile charges with little effort. It also distributes cataloging costs across all Ingram's cataloging customers more fairly and enables us to maintain lower fees.

Freight Terms:
We are pleased to offer **Ingram-paid freight from your designated primary and secondary distribution centers** on shipments of 15 units or more. Orders will be held until a minimum quantity of 15 units is met. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

UPS ground service is used to transport the majority of Ingram's goods. Ingram will choose the most cost-effective shipping method. To provide the best service for your Library, your ingram Distribution center designation is subject to change to better balance order volume or when a requested service is only provided from a specific distribution center. Orders will ship FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the products until they are delivered to the library. Once the items have been delivered, liability lies with the receiving agency. When freight charges on an individual account surpass 2.5% of the account's expenditures, Ingram reserves the right to change the shipping settings under this offer. Changes to account settings such as one warehouse for shipments or shipment timetables and order consolidation levels are examples of such alterations. We will work closely with the Library to ensure if changes are made, they are in the best interests of both parties.

Payment Terms:
Payment terms under this offer shall be Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

Effective Dates: Date: June 1, 2026 – October 31, 2026

Ingram Contact List:
Toll-free telephone access to any Ingram point of contact is available to Fort Bend County Libraries at (800) 937-8200. Your Sales Representatives can be reached at the following numbers:

- Karen Peck, Senior Sales Representative .....(214232-7898
  Email: karen.peck@ingramcontent.com
- Suzanne Arietta, Sales Specialist .....(615)-213-3252
  Email: will.harrison@ingramcontent.com

Ingram Library Services LLC is looking forward to forming a successful collaboration with Fort Bend County Libraries. If you have any questions, please reach out to Karen Peck, your Ingram Senior Sales Representative. Karen will gladly assist you.

Best regards,

Carolyn Morris

Carolyn Morris, Vice President
CM/ab

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3352
RFP No. 304T-26-715M2

Ingram Library Services LLC		School Libraries	Public Libraries (Municipalities)	Academic Institutions	State Agencies and Texas SmartBuy Members	Publications for Resale	Additional Discounts	
							Volume Price Breaks	Additional Percentage Discount
Digital Materials								
Category 1	Digital Pre-Loaded; all-in-one audio books	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 2	Digital Pre-Loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 3	Digital Pre-Loaded; Items not covered in lines 1 & 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; device included	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Print Materials								
Category 5	Adult Trade; fiction/non-fiction hardbound	38.00%	46.50%	40.00%	38.00%	N/A	N/A	N/A
Category 6	Adult Trade; fiction/non-fiction paperback	36.00%	40.00%	20.00%	36.00%	N/A	N/A	N/A
Category 7	Adult Trade; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 8	Juvenile Trade; fiction/non-fiction hardbound	38.00%	46.50%	40.00%	38.00%	N/A	N/A	N/A
Category 9	Juvenile Trade; fiction/non-fiction paperback	36.00%	40.00%	20.00%	36.00%	N/A	N/A	N/A
Category 10	Juvenile Trade; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 11	Mass Market Paperback; rack	36.00%	40.00%	20.00%	36.00%	N/A	N/A	N/A
Category 12	Non-Trade Publication; hardbound	10.00%	10.00%	20.00%	10.00%	N/A	N/A	N/A
Category 13	Non-Trade Publication; paperback	10.00%	10.00%	20.00%	10.00%	N/A	N/A	N/A
Category 14	Non-Trade Publication; braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 15	University Press	10.00%	10.00%	20.00%	10.00%	N/A	N/A	N/A
Category 16	University Press, braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 17	Adult Library Bound; fiction/non-fiction	10.00%	15.00%	20.00%	10.00%	N/A	N/A	N/A
Category 18	Adult Library Bound; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 19	Juvenile Library Bound; fiction/non-fiction	10.00%	15.00%	20.00%	10.00%	N/A	N/A	N/A
Category 20	Juvenile Library Bound; fiction/non-fiction braille	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Category 21	Pre-Bound Hardback	30.00%	30.00%	30.00%	30.00%	N/A	N/A	N/A
Category 22	Pre-Bound Paperback	30.00%	30.00%	30.00%	30.00%	N/A	N/A	N/A
Nonstandard Formats								
Category 23	Music/Audio Compacts Disc; pre-recorded	5.00%	5.00%	5.00%	5.00%	N/A	N/A	N/A
Category 24	Music/Audio Record Disc, Vinyl; pre-recorded	5.00%	5.00%	5.00%	5.00%	N/A	N/A	N/A
Category 25	Audiovisual DVD Pre-Recorded; feature/non-feature films	5.00%	5.00%	5.00%	5.00%	N/A	N/A	N/A
Category 26	Spoken Word/Audio Compact Disc Pre-Recorded; abridged	45.00%	46.00%	45.00%	45.00%	N/A	N/A	N/A
Category 27	Spoken Word/Audio Compact Disc Pre-Recorded; un-abridged	45.00%	46.00%	45.00%	45.00%	N/A	N/A	N/A
Category 28	Spoken Word/Audio MP3 Format Pre-Recorded; un-abridged	45.00%	46.00%	45.00%	45.00%	N/A	N/A	N/A

Additional Information

Net titles for all categories and bindings are invoiced at 0.0% discount. For public, K-12 school libraries, and State agencies, Spoken Word non-trade/short is invoiced at 10% discount. Video games are invoiced at 5.0% discount for all categories. Continuations and Standing Order programs receive the same disounts as firm orders. Ingram's standard Low Price Point discount for all libraries: Trade Hardcover, Quality Paperbacks, and Mass Market Paperback titles ordered with a cover price of $9.99 or less will receive a 20% discount.

N/A = Not Awarded

Contract Item List
Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Contract ID No. 715M2-3352
RFP No. 304T-26-715M2

Ingram Library Services LLC

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	$ 2.34	iClassic A bundle (includes best available record). If a full MARC record is required, price per unit is $3.09 (iXtend A).
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	$ 4.11	iXtend C bundle (guarantees a full level record).
iClassic bundle package	$ 1.63	This is the base price for this bundle tier.
iXtend bundle package	$ 2.37	This is the base price for this bundle tier.
iComplete bundle package	$ 2.78	This is the base price for this bundle tier.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	*If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.*
Standard MARC Record	$ 0.75	MARC record only bundle
Mylar Jacket	$ 1.25	Billed by component
Barcode Label	$ -	Part of bundle package
Label (per application-Customer supplied)	$ -	Part of bundle package
Label (per application-Vendor supplied)	$ -	Part of bundle package
Genre Label	$ -	Part of bundle package
Spine Label	$ 1.63	Bundle billing iClassic
Label Protector	$ -	Part of bundle package
Pocket (paper)	N/A	N/A
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	$ -	Part of bundle package, customer supplied, 12 stamps per distribution center
Spine Tape (inside)	N/A	N/A
Spine Tape (outside)	N/A	N/A

Additional Processing Components
Pre-Processing Only: This service includes the following options — mylar, mylar and laminate, spine label only, and MARC record only.
iClassic Bundle: This service provides the best available MARC record and same options available in Pre-Processing PLUS Ingram Supplied Barcode, Property Label, Label Protector and Reading Program Labels.
iExtend Bundle: This service provides the full MARC record and same options available in iClassic Bundle PLUS Bibliographic or Pocket Label, Date Label, Branch Label, Z39.50 and Enriched Ordering.
iComplete Bundle: This service provides the full MARC record and same options available in iExtend Bundle PLUS Custom Cataloging and Premium Processing.
Various additional services available for bundles:
RFID/Barcode 2-part set; RFID/Barcode 3-part set; Barcode (available for Mylar & Mylar/Laminate bundles only); Property Label (Not available for Spine Label only bundle); Label Protectors (available for spine label bundle only); Unprogrammed RFID tag;
3M theft; Checkpoint theft. Premium add-on services include: Genre Labels, Audience/Collection labels, and Colored Label Protectors. An iComplete annual cataloging fee may apply. Services may Include: Cataloger Intervention; Create Call Number / Cutter Series;
Remove/revise subject headings; OCLC Search/Download (with third party agreement); Genre Determination;
BISAC validation/customization; Manual Intervention for Tags; Add LC Call Number.

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.
Vinyl Laminate; Various Thicknesses	$ 1.36	Mylar & laminate bundle. We offer 5 mil laminate only.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode)	$ -	*Part of bundle package; not offered as stand-alone service.*
RFID ("universal" tag programmed and applied)	N/A	N/A
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	N/A	N/A