



Standard Amendment

This amendment ("Amendment") is entered into between the University of Houston on behalf of its Department/College/Division of University of Houston Sugar Land ("University") and Fort Bend County ("FBC"). University and FBC may be referred to singularly as a "Party" and collectively as the "Parties." This Amendment incorporates by reference the attached Agreement entitled "Operations Agreement for the Fort Bend County Library at University of Houston System-Sugar Land" executed on April 8, 2011 (the "Agreement").

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

In accordance with Paragraph 13 of the Operating Agreement, the Parties agree to extend the term of the Operating Agreement to September 30, 2014.

Paragraph 10 is deleted in its entirety and replaced with the following:

10. **Payment for Library Services.** To compensate the County for the provision of the higher education library services described below, UHS shall fund the County annually an amount of \$35,000 for higher educational library materials requested by UHS and pay the County \$119,770 to hire academic librarians and staff qualified to teach and administer higher educational services to the University. The Parties shall determine the best procedure for invoicing and paying for the Library Services. Notwithstanding the foregoing, payments shall be made according to a schedule mutually agreed upon in writing by the Parties. These costs will be adjusted on an annual basis to be agreed by the Parties in writing to reflect any increased costs to maintain the level of service contemplated in this Agreement. UHS shall not be responsible for paying those operating costs normally associated with a County library other than as set forth in this section 10. County shall provide UHS on an annual basis, or more often upon UHS request, written information substantiating the use of University or UHS funds for the higher educational library materials and academic librarians and staff described above. County agrees to cooperate with UHS and provide all information and documents to UHS reasonably requested by UHS to substantiate the use of the funds provided by the University or UHS pursuant to this Paragraph 10.

To the extent the terms, provisions, covenants, or conditions in this Amendment are inconsistent with those in the Agreement, the terms, provisions, covenants, or conditions in this Amendment shall control and be binding on the Parties upon full execution of this Amendment by the Parties authorized representatives. All other terms, provisions, covenants, and conditions in the Agreement shall remain in full force and effect and shall not be superseded by this Amendment. This Amendment, together with the Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

UNIVERSITY	
Signature:	<i>Dr. Carl Carlucci</i>
Printed Name:	Dr. Carl Carlucci
Title:	Exec. Vice Chancellor
Date:	9/23/2013

CONTRACTOR	
Signature:	<i>Robert E. Hebert</i>
Printed Name:	Robert E. Hebert
Title:	Fort Bend County Judge
Date:	10-8-2013