

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO THE PENWORTHY COMPANY, LLC'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and The Penworthy Company, LLC, ("Penworthy"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Penworthy's Correspondence and Sole Source letter (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specialized binding for Juvenile Books (the "Services"); and

WHEREAS, Penworthy is the sole source provider of the Services as indicated by the letter attached within Exhibit A; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Services.** Subject to this Addendum, Penworthy will render Services to County as described in Exhibit A.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
3. **Limit of Appropriation.** Penworthy 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 Seventy-Five Thousand and 00/100 dollars (\$75,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Penworthy does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Penworthy may become entitled to and the total maximum sum that County may become liable to pay to Penworthy shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Five Thousand and 00/100 dollars (\$75,000.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
4. **Public Information Act.** Penworthy 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 to the contrary, County will make any information related to the Agreement, 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 Penworthy 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 are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Penworthy for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Penworthy in any way associated with the Agreement.
7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Penworthy verifies that if Penworthy employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Penworthy does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Penworthy represents pursuant to § 2252.152 of the Texas Government Code, that Penworthy is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PENWORTHY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Penworthy may use County's name without County's prior written consent only in any Penworthy's customer lists, any other use must be approved in advance by County.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this

Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **Compliance with Laws.** Penworthy shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Penworthy shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
17. **Independent Contractor.** In the performance of work or services hereunder, Penworthy shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Penworthy or, where permitted, of its subcontractors. Penworthy and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
18. **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 Addendum 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 Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

KP George
County Judge KP George

KP George
County Judge

1-5-2021

Date

ATTEST:

Laura Richard

Laura Richard
County Clerk

REVIEWED:

Olivia J. Russell
Fort Bend County Libraries

THE PENWORTHY COMPANY, LLC

Holly Ritz
Authorized Agent - Signature

Holly Ritz
Authorized Agent- Printed Name

President
Title

12/7/2020
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 75,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Penworthy's Correspondence and Sole Source Letter

Exhibit A

From: Susan King
To: Susan King, Melissa Stavinoha, Monique Franklin
Cc: Joanne Downing, Joanne Downing, Janie Garza, San Juanita Garza, McInnis, Paige, Leah Cassie, Latha Russell
Subject: RE: Books FY 2020
Date: Thursday, October 22, 2020 12:14:55 PM
Attachments: jpa0001.ans
jpa0002.ans
See the 2020 orders.pdf

Hi Melissa,

I've attached information on Penworthy. Holly Ritz, who's the president of the company, said the binding pricing varies based on cost of the materials, labor, dimension, pages, etc. of the book and could range from \$3.75 to \$6.95.

Thanks,
Susan

From: Stavinoha, Melissa <Melissa.Stavinoha@fortbendcountytx.gov>
Sent: Tuesday, October 20, 2020 2:16 PM
To: Susan King <Susan.King@fortbend.lib.tx.us>; Monique Franklin <Monique.Franklin@fortbend.lib.tx.us>
Cc: Clara Russell <Clara.Russell@fortbend.lib.tx.us>; Joanne Downing <Joanne.Downing@fortbend.lib.tx.us>; Janie Garza <SanJuanita.Garza@fortbend.lib.tx.us>; McInnis, Paige <Paige.McInnis@fortbendcountytx.gov>; Leal, Cassie <Cassie.Leal@fortbendcountytx.gov>
Subject: RE: Books FY 2020

To follow up from our call, I will process REQ# 192857 for the Launchpads but I will need this item to be entered into OnBase. Please include the information you provide about the warranty and any pricing sheet from the vendor.

Thank you

Melissa Stavinoha

Fort Bend County | Purchasing | Buyer II
301 Jackson St, Suite 201 | Richmond, TX 77489
P:281.341.8648 | F: 281.341.8645
Melissa.Stavinoha@fortbendcountytx.gov



From: Stavinoha, Melissa
Sent: Monday, October 19, 2020 10:32 AM
To: Susan King <Susan.King@fortbend.lib.tx.us>; Monique Franklin <Monique.Franklin@fortbend.lib.tx.us>
Cc: Clara Russell <Clara.Russell@fortbend.lib.tx.us>; Joanne Downing <Joanne.Downing@fortbend.lib.tx.us>; Garza, San Juanita <SanJuanita.Garza@fortbend.lib.tx.us>; McInnis, Paige <Paige.McInnis@fortbendcountytx.gov>; Leal, Cassie <Cassie.Leal@fortbendcountytx.gov>
Subject: RE: Books FY 2020
Importance: High

Good morning, I am working through your list but really need to talk with you all today so you can better understand our position. We understand the need of the items and we will do our best to process them but as you see below we need more information before we can move forward. See the notes below.

Penworthy, I will need some type of backup form of pricing per binding for this REQ# 192852

In relation to these REQs please review and answer the below questions:

1. Why so many PO's to different vendors?
2. What kind/class of books are bought from each of the blanket POs?
3. Is each PO for different or same kind/class of books?
4. Why can't these books be bought from the Trade Book contract or the High Demand Book contract?

Thank you

Melissa Stavinoha

Fort Bend County | Purchasing | Buyer II
301 Jackson St, Suite 201 | Richmond, TX 77489
P:281.341.8648 | F: 281.341.8645
Melissa.Stavinoha@fortbendcountytx.gov



From: Susan King <Susan.King@fortbend.lib.tx.us>
Sent: Monday, October 19, 2020 9:02 AM
To: Stavinoha, Melissa <Melissa.Stavinoha@fortbendcountytx.gov>; Monique Franklin <Monique.Franklin@fortbend.lib.tx.us>
Cc: Leal, Cassie <Cassie.Leal@fortbendcountytx.gov>; Clara Russell <Clara.Russell@fortbend.lib.tx.us>; Joanne Downing <Joanne.Downing@fortbend.lib.tx.us>; Garza, San Juanita <SanJuanita.Garza@fortbend.lib.tx.us>
Subject: RE: Books FY 2020

Hi Melissa,

Penworthy is a sole source vendor who does a specialized binding for children's books so we can purchase hardback books that our main vendor can't provide.

Thank you,
Susan

Susan King
Youth Services Coordinator
Fort Bend County Libraries
1033 Golfview Drive
Richmond, TX 77469
281-633-4762

From: Stavinoha, Melissa <Melissa.Stavinoha@fortbendcountytx.gov>
Sent: Friday, October 16, 2020 10:56 AM
To: Monique Franklin <Monique.Franklin@fortbend.lib.tx.us>
Cc: Susan King <Susan.King@fortbend.lib.tx.us>; Leal, Cassie <Cassie.Leal@fortbendcountytx.gov>
Subject: RE: Books FY 2020
Importance: High

Good morning, please let me know if/when you have time today to discuss the below items via conference call. Could you also provide me off your Polaris system when your next future order is going to be before we meet?



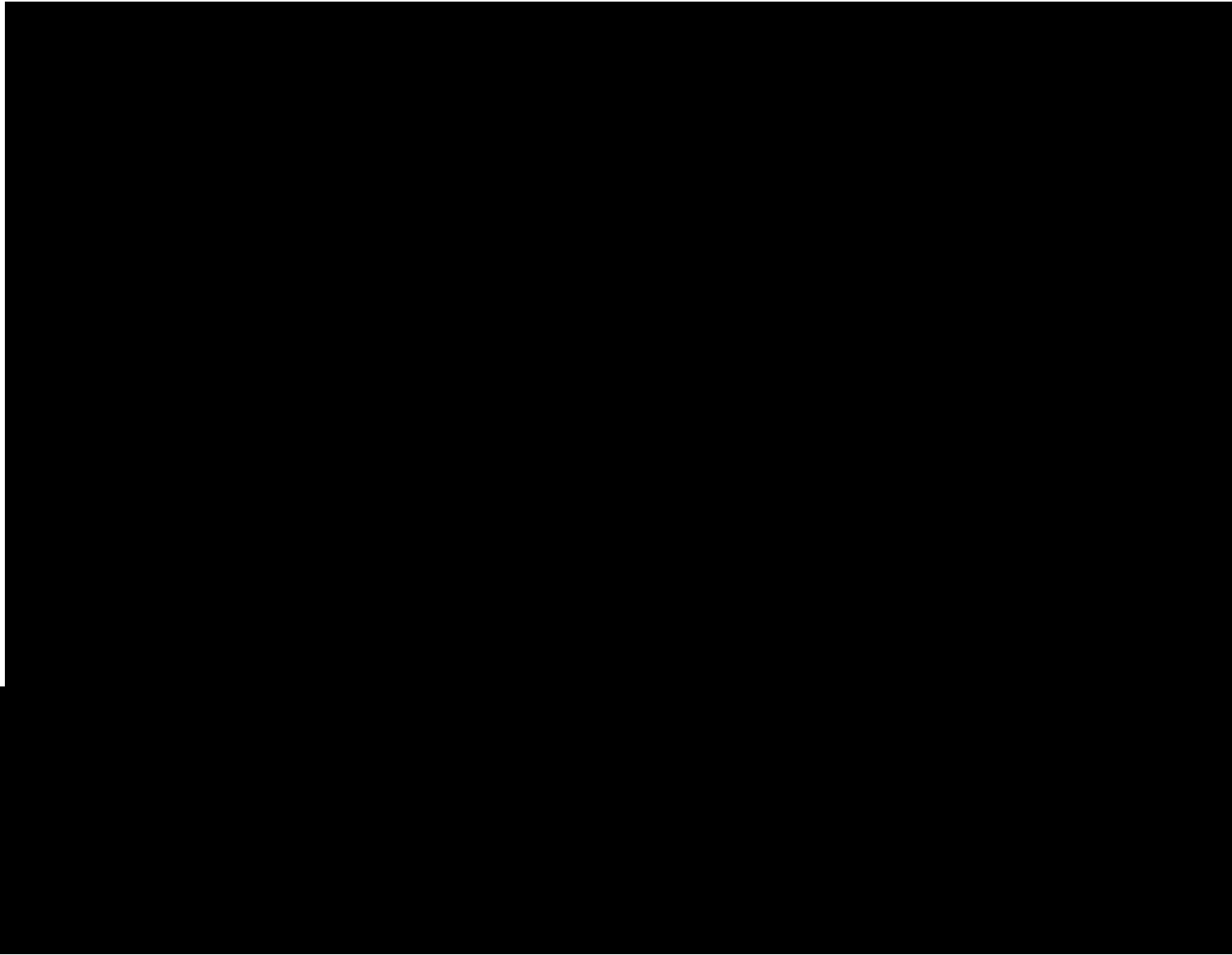
10/02/2020	Library - GML Admin. Bldg.	1000059	192852	26	PENWORTHY JUVENILE BOOKS	Open Purchase Order for Penwor	715		75000	1	11047	THE PENWORTHY COMPANY
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Thank you

Melissa Stavinoha

Fort Bend County | Purchasing | Buyer II
301 Jackson St, Suite 201 | Richmond, TX 77469
P:281.341.8548 | F:281.341.8545
Melissa.Stavinoha@fortbendcountytx.gov



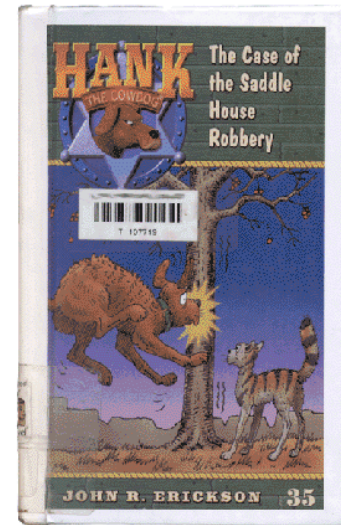
PENWORTHY PREBOUND BOOKS ... SEE THE DIFFERENCE!

Why Penworthy Prebound Books are better: A True Story

The Penworthy Company gave a librarian a Penworthy Prebound Book at a library conference. She didn't believe that a Penworthy Prebound Book was different than any other prebound book. We asked her to put one of our books into circulation and see the difference for herself. She took it one step further and bought another Hank the Cowdog title from her regular prebound vendor and put both into circulation at the same time.

She returned to our conference exhibit two years later to show us the results of her experiment. Those same two books are shown here. Both books are classified as prebound editions. Both books are two years old. Both books circulated 34 times. That's where the similarities end. The Penworthy Prebound Book looks almost new. The other book shows significant wear and has reached the end of its useful life. Once you see the difference for yourself, it's clear Penworthy Prebound Books are the best choice for your collection.

We provide the books kids want to read with new titles every month, and ship immediately with no backorders or shipping charges.



Penworthy Prebound Book



other prebound book



Better Binding

All Penworthy Prebound Books are side-sewn with reinforced cloth hinges to keep the pages intact. Strong cover material, washable lamination and high-quality cover board keep Penworthy Prebound Books looking new for as long as you keep them in circulation.

Colored Spines Since 2007!



Library Corners

Penworthy Prebound Books have true library corners to prevent fraying and wear. Penworthy Prebound Books look new even after many years of circulation.



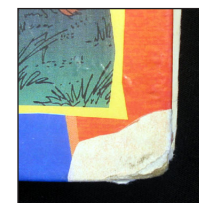
Penworthy Prebound Book



other prebound book



Penworthy Prebound Book



other prebound book

Rounded Spines

Penworthy Prebound Books have rounded spines to prevent crushing and breakdown. Spines are easy to read with crisp, clear text, and easy to identify with Penworthy Bear at the top of the spine.



October 2, 2020

Req # 192852

To Whom it May Concern,

We have one goal at The Penworthy Company – to give you the best, most unique selection of children’s books with the highest level of service. We work with schools and libraries across the country to provide Penworthy Prebound Books, reinforced library bound books, board books and puppets since 1982.

The Penworthy Company is the sole source for Penworthy Prebound Books within the last six months. Penworthy Prebound Books’ features make them the best investment for your collection:

- Sophisticated, four-color covers recreate the original look of the book and ensure that every cover is bright, colorful, and appealing to kids.
- Sturdy library board is glued into the covers with strong, high quality adhesives.
- “True library corners” with a soft edge makes them less likely to fray or wear
- Bodies are side-sewn bound with exposed cloth hinges.
- Spines are rounded to prevent crushing and cracking.
- Each book is hand checked to ensure it meets the highest of quality standards.
- Penworthy Prebound Books meet or exceed the Library Binding Institute’s prebound binding specifications, creating the longest lasting books on the market.

While the titles Penworthy provides are available from other sources, they are not available in the Penworthy Prebound format, which is more durable and long-lasting. We offer new, high-demand titles in this format well before other vendors, kept in stock and ready to ship. **Orders ship complete with no back orders and no shipping charges, typically within twenty-four hours after receipt of order.** Additionally, we now offer free cataloging, shelf-ready processing and a 60 day circulation guarantee.

Please let me know if you have any questions; I can be reached via telephone at 800-262-2665 ext. 208

Sincerely,

Holly Ritz
President
The Penworthy Company, LLC
(800) 262-2665 ext. 208



The
Penworthy
Company

219 N. Milwaukee St.
Milwaukee, WI 53202
414/287-4600
414/287-4602 fax
www.penworthy.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-696651

Date Filed:
 12/08/2020

Date Acknowledged:
 01/05/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Penworthy Company LLC
 Milwaukee, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

100305
 Prebound library books for children

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)