



Fax: 281-341-3774

- (ii) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with the Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Innovative, County shall notify Innovative no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE. Notwithstanding anything to the contrary in this Renewal, Innovative reserves the right to suspend access to the services in the event of any past due fees. No additional funding shall be available for services provided under this Renewal without prior written consent of County.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Renewal, Fort Bend County shall notify all necessary parties that this Renewal 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.
4. **Taxes.** 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.
5. **Term.** The Agreement is effective December 1, 2020 – November 30, 2021.
6. **Confidential Information.** Innovative 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 Renewal 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 Innovative 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.
7. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Renewal. 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 Renewal and waive the right to sue or be sued elsewhere. Nothing in the Renewal shall be construed to waive the County's sovereign immunity. By signature below, Innovative represents pursuant to Section 2252.152 of the Texas Government Code, that Innovative is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153. By signature below, as required by Chapter 2271 of the Texas Government Code, Innovative verifies that if Innovative employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Innovative does not boycott Israel and will not boycott Israel during the term of this Agreement.
8. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, INNOVATIVE 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.

9. **Termination.** County may terminate this Renewal at any time upon thirty (30) days written notice.
10. **Automatic Renewal.** The Services shall only automatically renew for the same or lower price as listed thereon. Any renewal that increases the cost to County must be executed in a written agreement signed by the parties.
11. **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.
12. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Renewal and/or the Agreement, the provisions of this Renewal shall prevail.

(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

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

\_\_\_\_\_  
Date

ATTEST:

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

INNOVATIVE INTERFACES, INC.

*Brenda Duffy*

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

**Brenda Duffy**

\_\_\_\_\_  
Authorized Agent- Printed Name

**VP, Corporate Controller**

\_\_\_\_\_  
Title

**Jan 28, 2021**

\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

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

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

Exhibit A: Innovative's Renewal Quotation # SO-INC26799

# Exhibit A



REQ# 195002

# Renewal Quote

Innovative Interfaces Incorporated  
 1900 Powell St.  
 Suite 400  
 Emeryville CA 94608  
 United States

Quote # SO-INC26799  
 Terms Net 30  
 PO #  
 Renewal Start Date 12/1/2020  
 Renewal End Date 11/30/2021  
 Site Code FORT1704

**Bill To**  
 Fort Bend Co. Libraries  
 George Memorial Library  
 1001 Golfview Drive  
 Richmond TX 77469  
 United States

**Ship To**  
 Fort Bend Co. Libraries  
 George Memorial Library  
 1001 Golfview Drive  
 Richmond TX 77469  
 United States

**Currency**  
 US Dollar

| Item Description                                  | Category    | Quantity | Item Description                                  | Unit Price     | Total Price |
|---|-------------|----------|---|----------------|-------------|
| Polaris Server Software                           | Maintenance | 1        | Polaris Server Software Maintenance               | 86,844.6699... | 86,844.67   |
| Staff User Licenses Maintenance                   | Maintenance | 311      | Additional Staff User Licenses Maintenance        | 0.00           | 0.00        |
| Polaris Additional Self Check Station Maintenance | Maintenance | 30       | Polaris Additional Self Check Station Maintenance | 86.13432996    | 2,584.03    |
| Polaris e-Commerce Maintenance                    | Maintenance | 20       | Polaris e-Commerce Maintenance                    | 215.32982628   | 4,306.60    |
| Staff User Licenses Maintenance                   | Maintenance | 10       | Additional Staff User Licenses Maintenance        | 193.79915892   | 1,937.99    |
| Additional SIP2 Maintenance                       | Maintenance | 6        | Additional SIP2 Maintenance                       | 165.375        | 992.25      |
| Polaris Telephone Services                        | Maintenance | 4        | Polaris Telephone Services Maintenance            | 107.6649132    | 430.66      |
| Additional SIP2 Maintenance                       | Maintenance | 4        | Additional SIP2 Maintenance                       | 107.83276872   | 431.33      |
| Polaris EDI Ordering & Invoicing Maintenance      | Maintenance | 1        | Polaris EDI Ordering & Invoicing Maintenance      | 898.61000004   | 898.61      |
| Additional SIP2 Maintenance                       | Maintenance | 2        | Additional SIP2 Maintenance                       | 109.29137628   | 218.58      |
| Polaris Simply Reports Maintenance                | Maintenance | 1        | Polaris Simply Reports Maintenance                | 0.00           | 0.00        |
| Polaris URL Detective                             | Maintenance | 1        | Polaris URL Detective Maintenance                 | 215.33000004   | 215.33      |
| Polaris Telephone Services                        | Maintenance | 2        | Polaris Telephone Services Maintenance            | 1,078.66000... | 2,153.32    |

Innovative Interfaces Incorporated  
 1900 Powell St.  
 Suite 400  
 Emeryville CA 94608  
 United States

Quote #

SO-INC26799

| Item                                   |                  |    |  | Outbound/Inbound  |                |           |
|--|------------------|----|--|---|----------------|-----------|
| Polaris PowerPAC                       | Maintenance      | 1  | Polaris PowerPAC Maintenance   |   | 0.00           | 0.00      |
| Polaris Integration License            | Maintenance      | 1  | Polaris Integration License Maintenance  | Polaris Integration License Options: NCIP Integration with OCLC Navigator | 3,255.21       | 3,255.21  |
| Polaris Database Synch Service         | Maintenance      | 1  | Polaris Database Synch Service Maintenance   |   | 574.20999996   | 574.21    |
| Polaris Community Profiles Maintenance | Maintenance      | 1  | Polaris Community Profiles Maintenance   |   | 2,153.31       | 2,153.31  |
| Polaris PowerPAC Children's Edition    | Maintenance      | 1  | Polaris PowerPAC Children's Edition Maintenance  |   | 0.00           | 0.00      |
| Polaris e-Commerce Maintenance         | Maintenance      | 1  | Polaris e-Commerce Maintenance   | Polaris eCommerce Vendor: Not Recorded eCommerce Access Point: PAC        | 0.00           | 0.00      |
| Staff User Licenses Maintenance        | Maintenance      | 1  | Additional Staff User Licenses Maintenance   |   | 167.40999996   | 167.41    |
| Polaris API (PAPI) Maintenance         | Maintenance      | 1  | Polaris API (PAPI) Maintenance   |   | 1,797.21       | 1,797.21  |
| Polaris Export Express Maintenance     | Maintenance      | 1  | Polaris Export Express Maintenance   |   | 430.65999996   | 430.66    |
| Staff User Licenses Maintenance        | Maintenance      | 24 | Additional Staff User Licenses Maintenance   |   | 178.605        | 4,286.52  |
| Additional SIP2 Maintenance            | Maintenance      | 6  | Additional SIP2 Maintenance  |   | 122.04666996   | 732.28    |
| Additional SIP2 Maintenance            | Maintenance      | 6  | Additional SIP2 Maintenance  |   | 0.00           | 0.00      |
| eContent Integration Subscription      | License - Ter... | 1  | Integrates the patron self-checkout of electronic books through the PAC without the patron leaving the PAC to go to the provider's website. Aggregates those circ stats with general Polaris transactions for year end reporting. Note: 3-M/Bibliotheca Cloud Library uses the Polaris API and not this integration. | Overdrive: Yes<br>RB Digital: No<br>Axis 360: No                          | 2,046.12       | 2,046.12  |
| Polaris Syndetics Subscription         | License - Ter... | 1  | Syndetics Subscription options enable libraries to display enriched content in their PAC. Content choices include full-color cover art, full-text reviews from commercial sources, professional summaries, table of contents data, book  |   | 14,889.8199... | 14,889.82 |

Innovative Interfaces Incorporated  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States

Quote #

SO-INC26799

|  |  |  |                                    |  |  |  |
|--|--|--|------------------------------------|--|--|--|
|  |  |  | excerpts, author bios, and more.   |  |  |  |
|  |  |  | 1 December 2020 - 30 November 2021 |  |  |  |

**Total**

**US\$131,346.12**

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES

Notes:

1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.