

POLARIS

# POLARIS<sup>®</sup>

Integrated Library System

## THIRD AMENDED CONTRACT

**Fort Bend County Libraries,  
Richmond, TX**

original returned to Norma @ Purchasing

11/24/14

Polaris Library Systems  
PO BOX 4903 • SYRACUSE, NY 13221-4903  
1-800-272-3414 • FAX 1-315-457-5883 • <http://www.polarislibrary.com>

# POLARIS

THIS THIRD AMENDED AGREEMENT is made between GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein after referred to as "Polaris"), and Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, 301 Jackson, Richmond, Texas 77469 (hereinafter referred to as "COUNTY.")

## WITNESSETH:

WHEREAS, Polaris and County entered in an Agreement dated February 22, 2011, (hereinafter referred to as "Agreement"), a First Amendment dated October 2, 2012, (hereinafter referred to as "First Amendment") and a Second Amendment dated November 26, 2013, (hereinafter referred to as "Second Amendment") procured through the City of De Soto, Texas' processes and procedures and through an Interlocal Cooperation Agreement between County and the City of De Soto, Texas, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Polaris is hereby amended as follows:

- A. An additional amount not-to-exceed \$95,920.52 shall be available for additional services and/or products provided by Polaris in connection with the System as described in Exhibit A.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Third Amendment and the Agreement, First Amendment or Second Amendment, the provisions of this Third Amendment shall prevail.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE COUNTY  
FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_

Robert E. Hebert, County Judge

Date: 11-17-2014

*Approved by Commissioners Court 11-4-2014*

ATTEST:

\_\_\_\_\_  
Dianne Wilson, County Clerk

Approved:

\_\_\_\_\_  
Clara Russell, Library Director

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: \_\_\_\_\_

Title: CEO

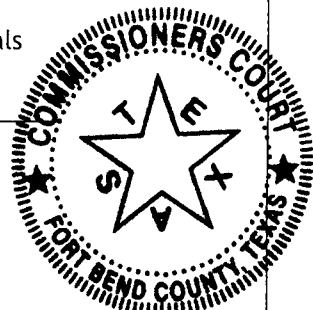
Date: 10/20/14

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: \_\_\_\_\_

Title: Manager, Contracts and Proposals


Date: 10/28/14



# POLARIS

## AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 95,920.52 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor

# POLARIS

Exhibit A

September 18, 2014

Jill Sumpter  
Fort Bend County Libraries  
1001 OoiView Dr  
Richmond, TX 77469

**POLARIS**  
LIBRARY SYSTEMS

## This is not an invoice

### REI Customer Maintenance Record Rllltwal Notice

In accordance with the contractual terms C>f the llllfccm nt betwee GIS Information System , lne. dbl Polaris Library Systems (Polaris) lllld yt;ur Library lhis Custom« Maintouance Rcourd (CMR) is a summary of your software, hardware lllld lthir-d-pllly subscription al lnuat maintenance scheduled to renew,

Should the Llbr«y wish to make nny changes to items helow you must notit'y us in writing ninoty (90) day;; In lldvMce the of the first date <>fthc maintenance coverage period indicated below. An invoice in the fl!llount of!be total mllntenance wlll be autom tlenlly gonemted thirty (Jl) day;; in advnnoo of tho ltrst date of the lllllntenan0ll ooove:rllllle p«iod.

### Maintenance Renewal Period: U/01/14 - 11/30/15

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Polaris Database Synch Service .Qty 1

Polaris ServlC!ls Ttlital:

\$441.00

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hllogmtion Licettse (SelfCheek) •Qty 30

Polaris Community Pwfiles (looludes Featurelt)- Qty 1

Polaris e-Commercc (Staff) •Qty 211

Polaris l!D.! (Up to 3 Vendors- Vendor Limit)- Qty 3

Polaris Express - Qty 1

!oblis Mobile l'AC •Qty 1

Polaris l'oweri'AC (Unlimited) Qty 1

Polaris PowerPAC Children's Edition (No maint charge). Qty 1

Polaris Server Software •Qty 1

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Polaris SimplyReports- Qty 10

Polaris StdCie tt •Qty 10

Polaris StaffClient Qty 287

Polaris Telephone Services (Outhound) •Qty 1

Polaris Teli.!phone Services- Qty 4

Polaris Telephone Services (Inbound) •Qty 1

Polaris URL Detective •Qty 1

Polaris e.Commerce (l'AC)- Qty 1

Poluris FoW«PAC Mtdtl!ngoal Version (Spanish ) •Qty 1

Integration License {NCIP Integt! ltion with OC!,C Navigator) - Qty 1

Polaris Softwar Totnl:

\$83,765.411

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### Third Party Software

Syndetic Solutions (fobep) •Qty 1

Third l'arty Software Total:

\$11714.113

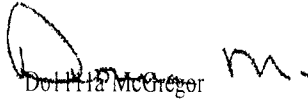
**Total for Maintenance Renewal Period: 12/01/14 • 11/30/15**

**\$95,920.S2**

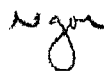
Product Help & Support request (phone call or email) to Polaris for product or service not covered under maintenance will incur a \$200.00 hourly fee (minimum one (1) hour) for Polaris support personnel's time and effort only. Additional costs may be incurred for replacement parts, third party repairs, shipping, labor, mileage and other.

Please do not hesitate to contact me with regard to this Customer Maintenance Record or if you have any questions or concerns about your warranty.

Sincerely,



Donna McGregor



Customer Maintenance

Operations

Polaris Library Systems

1-800-272-3414, extension 4527

donna.mcgregor@polarisusa.com