

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

NINTH AMENDMENT TO INNOVATIVE INTERFACE AGREEMENT

THIS NINTH AMENDMENT ("9th Amendment") is made by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, 401 Jackson St., Richmond, Texas 77469 ("County"), and Innovative Interfaces, Inc. who has purchased GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, ("Innovative").

WITNESSETH:

WHEREAS, Innovative and County executed and entered into the following: an Agreement dated February 22, 2011; a First Amendment dated October 2, 2012; a Second Amendment dated November 26, 2013, a Third Amendment dated November 17, 2014; a Fourth Amendment dated April 28, 2015; a Fifth Amendment dated February 23, 2016; and a Sixth Amendment dated June 24, 2016; a Seventh Amendment dated February 2, 2017; and an Eighth Amendment approved on December 19, 2017 (hereinafter collectively referred to as "Agreement" and attached hereto as "Exhibit 1" and incorporated by reference), 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.

WHEREAS, County desires to purchase additional licenses, renew the licenses and maintenance from Innovative, and for Innovative to perform server migration services so that County can continue using the software, as described in the price quotation attached hereto as "Exhibit 2" and incorporated by reference; and

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

1. **Software License and Maintenance.** Innovative shall provide the additional software licenses, renew the software licenses and maintenance services, and perform server migration services ("Services") to County as detailed in Exhibit 2.
2. **Payment.** Payment for the Services provided in Exhibit 2 shall be made as follows:
 1. The maximum compensation for the services provided as described in Exhibit 2 is thirty-one thousand six hundred forty-two dollars and 20/100 (\$31,642.20).
 2. County will pay Innovative based on the following procedures:
 - (i) Innovative shall submit to County an original copy of each invoice showing the amounts due for services in a form acceptable to County to the following address:
 Fort Bend County Auditor
 c/o Accounts Payable
 301 Jackson, Suite 701, Richmond, Texas 77469
 Email: auditor@fortbendcountytexas.gov
 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 9th Amendment, 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 9th Amendment 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 9th Amendment, Fort Bend County shall notify all necessary parties that this 9th Amendment 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. **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 9th Amendment 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.
6. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this 9th Amendment. 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 9th Amendment and waive the right to sue or be sued elsewhere. Nothing in the 9th Amendment shall be construed to waive the County's sovereign immunity. As required by Chapter 2270, Government Code, Innovative hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the 9th Amendment. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Innovative represents pursuant to Section 2252.152 of the Texas Government Code, that Licensee 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 2253.153.
7. **Termination.** County may terminate this 9th Amendment at any time upon thirty (30) days written notice.

8. **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.
9. **Understanding, Fair Construction.** By execution of this 9th Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 9th Amendment. This 9th Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
10. **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 9th Amendment, Exhibit 2, and/or the Agreement, the provisions of this 9th Amendment shall prevail.

IN WITNESS WHEREOF, this 9th 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 9th 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


Robert Hebert, County Judge

Date

ATTEST:


Laura Richard, County Clerk



INNOVATIVE INTERFACES, INC.

DocuSigned by:



A3BD6AF8A9FC452...

Authorized Agent – Signature

Akin Adekeye

Authorized Agent- Printed Name

General Counsel

Title

May 24, 2018

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 31,642.²⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Exhibit 2



Innovative BOGO Polaris Client/SIP Offer – May 2018

Polaris is the integrated library system software that all Fort Bend County Libraries use for circulation, bibliographic control, serials management, electronic resource management, cataloging, acquisitions, etc. and is an essential piece of client software that is also integrated with several 3rd party technologies such as anti-theft gates, patron computer management, print management, ecommerce, etc.

Purchasing Polaris staff client licenses and Polaris SIP interfaces is a mandated piece to the new Mission Bend Branch and the expanded Missouri City Branch libraries. It is only available via one source – Innovative Interfaces Inc., and Fort Bend County has a long, well-established relationship with both Polaris and its subsequent owner, Innovative, since 2011.

During the month of May 2018, libraries that sign a statement provided by Innovative can receive BOGO free Polaris staff client licenses and SIP interface licenses. The purchase order and amendment to the agreement may be a post-May submittal. With the unanticipated rate hikes from \$750 to \$900 per staff client license and \$500 to \$725.70 per SIP license, the opportunity to purchase at half price is compelling, especially with the limited building fund budget. Taking advantage of this pricing is a sound financial decision for the County.

Mission Bend: 34 staff client licenses
Regular price: \$36,108.00
May 2018 offer: \$18,054.00

Mission Bend: 5 SIP licenses
Regular price: \$3,628.50 (5 licenses, 0 spare)
May 2018 offer: \$2,177.10 (6 licenses – 1 spare)

Missouri City: 14 staff client licenses
Regular price: \$14,868.00
May 2018 offer: \$7,434.00

Missouri City: 5 SIP licenses
Regular price: \$3,628.50 (5 licenses, 0 spare)
May 2018 offer: \$2,177.10 (6 licenses – 1 spare)

Regular Price Total: \$58,233.00

May 2018 offer Total: \$29,842.20

SAVINGS DELTA: \$28,390.80



Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date
Quote #

4/20/2018
EST-INC7036

Payment Terms
Sales Rep
Technical Contact
Site Code
Expires

Net 30
Michael Macenas
CU5174 Fort Bend Co. Libraries : ...
FORT1704
5/25/2018

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	Item Category	Qty	Description	Options	Unit Price	Amount
HW Migration (SW Only)	Services	1	Polaris Staging of Production server to become new Training server		1,800.00	1,800.00

Total Fees US\$1,800.00



Statement of Work

This Statement of Work (the "SOW") dated _____ is entered into pursuant to the Master Professional Services Agreement between Fort Bend Co. Libraries ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of _____ (the "Agreement"). Company and Client may each be referred to as "Party" from time to time or collectively as "Parties".

Purpose of this Statement of Work (SOW)

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the Polaris Server Staging purchased under the Master License Contract for Fort Bend Co. Libraries. The SOW provides an overview of the scope of the project to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

Project Scope of Services

The Scope of the project includes the following set of professional services:

- *Polaris Server Staging*

Innovative will provide Server Staging as follows:

- Staging new Production server
- Staging new Pac Server
- Staging of Production server to become new Training server

Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC7036 attached herewith. Payment terms for this SOW are as set forth in the Professional Services Agreement. This Statement of Work estimate is valid for 30 days.

Innovative Services Team

The Services Team will have dedicated resources for this project. The resource will consist of the following:

- System Engineer: The Polaris System Engineer performs the staging for your system.

Client Implementation Team

- Technical Lead - Responsible for assisting with Client responsibilities related to server migrations and any other system level duties required by Client.

Implementation Assumptions

- None.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

AGREED:

Fort Bend Co. Libraries

Innovative Interfaces Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date 5/10/2018
Quote # EST-INC7180

Payment Terms Net 30
Overall Contract Term (Months) 12
Contract Start Date
Contract End Date
Sales Rep Michael Macconae
Site Code FORT1704
Expires 8/8/2018

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	Item Category	Qty	Description	Options	Unit Price	Amount
Staff User Licenses	License - Perpet...	17	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		900.00	15,300.00
Staff User Licenses Maintenance	Maintenance - N...	17	Additional Staff User Licenses Maintenance		162.00	2,754.00
Staff User Licenses	License - Perpet...	17	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		0.00	0.00
Staff User Licenses Maintenance	Maintenance - N...	17	Additional Staff User Licenses Maintenance		0.00	0.00

Total Fees US\$18,054.00



Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date 5/10/2018
Quote # EST-INC7179

Payment Terms Net 30
Overall Contract Term (Months) 12
Contract Start Date
Contract End Date
Sales Rep Michael Mccenas
Site Code FORT1704
Expires 8/8/2018

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	Item Category	Qty	Description	Options	Unit Price	Amount
Additional SIP2 License	License - Perpet...	3	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		615.00	1,845.00
Additional SIP2 Maintenance	Maintenance - N...	3	Additional SIP2 Maintenance		110.70	332.10
Additional SIP2 License	License - Perpet...	3	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		0.00	0.00
Additional SIP2 Maintenance	Maintenance - N...	3	Additional SIP2 Maintenance		0.00	0.00

Total Fees US\$2,177.10



Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date 5/10/2018
Quote # EST-INC7182

Payment Terms Net 30
Overall Contract Term (Months) 12
Contract Start Date
Contract End Date
Sales Rep Michael Macenas
Site Code FORT1704
Expires 8/8/2018

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	Item Category	Qty	Description	Options	Unit Price	Amount
Additional SIP2 License	License - Perpet...	3	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		615.00	1,845.00
Additional SIP2 Maintenance	Maintenance - N...	3	Additional SIP2 Maintenance		110.70	332.10
Additional SIP2 License	License - Perpet...	3	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		0.00	0.00
Additional SIP2 Maintenance	Maintenance - N...	3	Additional SIP2 Maintenance		0.00	0.00

Total Fees US\$2,177.10



Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date 5/10/2018
Quote # EST-INC7181

Payment Terms Net 30
Overall Contract Term (Months) 12
Contract Start Date
Contract End Date
Sales Rep Michael Macenas
Site Code FORT1704
Expires 8/8/2018

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	Item Category	Qty	Description	Options	Unit Price	Amount
Staff User Licenses	License - Perpet...	7	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		900.00	6,300.00
Staff User Licenses Maintenance	Maintenance - N...	7	Additional Staff User Licenses Maintenance		162.00	1,134.00
Staff User Licenses	License - Perpet...	7	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		0.00	0.00
Staff User Licenses Maintenance	Maintenance - N...	7	Additional Staff User Licenses Maintenance		0.00	0.00

Total Fees US\$7,434.00

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:
2018-358720

Date Filed:
05/24/2018

Date Acknowledged:
06/05/2018

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

Innovative Interfaces Incorporated
Emeryville, CA 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

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.

#24498

9th Amendment for migration, license maintenance and additional licenses

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)