

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

### TENTH AMENDMENT TO INNOVATIVE INTERFACE AGREEMENT

THIS TENTH AMENDMENT ("10<sup>th</sup> 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; an Eighth Amendment approved on December 19, 2017; and a Ninth Amendment in June 2018 (hereinafter collectively referred to as "Agreement" and attached hereto as "Attachment 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, and renew the licenses and maintenance from Innovative so that County can continue using the software, as described in the price quotation attached hereto as "Attachment 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 Attachment 2.
2. **Payment.** Payment for the Services provided in Attachment 2 shall be made as follows:
  1. The maximum compensation for the services provided as described in Exhibit 2 is one hundred sixteen thousand five hundred thirty-five dollars and seventy-three cents (\$116,535.73).
  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](mailto: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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> Amendment, Fort Bend County shall notify all necessary parties that this 10<sup>th</sup> 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. **Term.** The Agreement is effective December 1, 2018 – November 30, 2019.
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 10<sup>th</sup> 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.
7. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this 10<sup>th</sup> 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 10<sup>th</sup> Amendment and waive the right to sue or be sued elsewhere. Nothing in the 10<sup>th</sup> 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 10<sup>th</sup> 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.

8. **Termination.** County may terminate this 10<sup>th</sup> Amendment at any time upon thirty (30) days written notice.
9. **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.
10. **Understanding, Fair Construction.** By execution of this 10<sup>th</sup> Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 10<sup>th</sup> Amendment. This 10<sup>th</sup> Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
11. **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 10<sup>th</sup> Amendment, Attachment 2, and/or the Agreement, the provisions of this 10<sup>th</sup> Amendment shall prevail.

IN WITNESS WHEREOF, this 10<sup>th</sup> 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 10<sup>th</sup> 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.

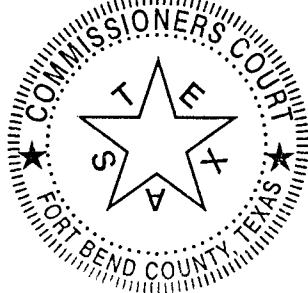
FORT BEND COUNTY

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

January 29, 2019  
\_\_\_\_\_  
Date

ATTEST:

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

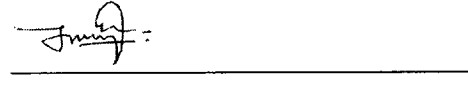


#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 116,535.73 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

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

INNOVATIVE INTERFACES, INC.

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

Akin Adekeye

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

VP & General Counsel

\_\_\_\_\_  
Title

Jan 22, 2019

\_\_\_\_\_  
Date

# **Attachment 1**

# **Attachment 2**



## Invoice

Page 1 of 3

Innovative Interfaces, Inc.  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States  
billing@iii.com

Invoice #	INV-INC19837
Invoice Date	10/12/2018
Terms	
PO #	
Due Date	11/30/2018
Site Code	FORT1704
Created From	Sales Order #SO-INC19582
Currency	US Dollar

### Bill To

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

Qty	Description	Options	Amount
287	Additional Staff User Licenses Maintenance		0.00
10	Additional Staff User Licenses Maintenance		1,757.82
30	Polaris Integration License	Polaris Integration License Options: SelfCheck	2,343.79
20	Polaris e-Commerce Maintenance	Polaris eCommerce Vendor: Not Recorded eCommerce Access Point: PAC	3,906.21
1	Polaris Simply Reports Maintenance		0.00
4	Polaris Telephone Services Maintenance	Polaris Telephone Services: Outbound/Inbound	390.62
4	Additional SIP2 Maintenance		391.23
3	Polaris EDI Ordering & Invoicing Maintenance		815.06
2	Additional SIP2 Maintenance		198.26
1	Polaris OverDrive Integration		1,855.90
1	Polaris URL Detective		195.31
1	Polaris Telephone Services Maintenance	Polaris Telephone Services: Outbound	976.56
1	Polaris Telephone Services Maintenance	Polaris Telephone Services: Inbound	976.56
1	Polaris Server Software		78,770.67
1	Polaris PowerPAC		0.00
1	Polaris Mobile PAC		1,953.12
1	Polaris Integration License Maintenance	Polaris Integration License Options: NCIP Integration with	2,952.57



## Invoice

Page 2 of 3

Invoice #

INV-INC19837

Innovative Interfaces, Inc.  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States  
billing@iii.com

Qty	Description	Options	Amount
		OCLC Navigator	
1	Polaris Database Synch Service Maintenance		520.83
1	Polaris Community Profiles Maintenance		1,953.12
1	Polaris PowerPAC Children's Edition		0.00
1	Polaris e-Commerce Maintenance	Polaris eCommerce Vendor: Not Recorded eCommerce Access Point: PAC	0.00
1	Additional Staff User Licenses Maintenance		151.85
1	Polaris API (PAPI) Maintenance		1,630.13
1	Polaris Export Express Maintenance		390.62
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 excerpts, author bios, and more.		13,505.50
6	Additional SIP2 Maintenance		900.00
	1 December 2018 - 30 November 2019		



## Invoice

Page 3 of 3

Invoice #

INV-INC19837

Innovative Interfaces, Inc.  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States  
billing@iii.com

Qty	Description	Options	Amount

**Total** 116,535.73  
**Amount Due** US\$116,535.73

FEIN 94-2553274

Please remit electronically to:  
Bank of America, N.A.

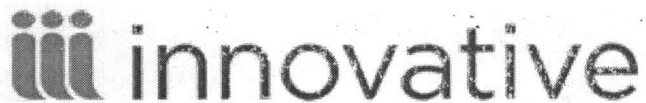
For billing inquiries contact us at:  
1-510-655-6200 or billing@iii.com

For payments remitted by check via regular mail:  
Innovative Interfaces, Inc  
PO Box 74008010  
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:  
Bank of America Lockbox Services

540 W Madison, L.L.  
Chicago, IL 60661





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1	Polaris Simply Reports Maintenance		0.00
✓4	Polaris Telephone Services Maintenance	Polaris Telephone Services: Outbound/Inbound	390.62
4	Additional SIP2 Maintenance		391.23
✓3	Polaris EDI Ordering & Invoicing Maintenance		815.06
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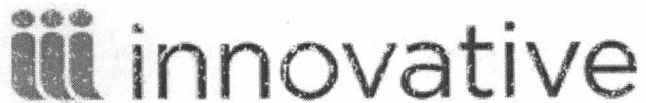
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1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States  
billing@iii.com

Qty	Description	Options	Amount

**Total** 116,535.73  
**Amount Due** US\$116,535.73

FEIN 94-2553274

Please remit electronically to:  
Bank of America, N.A.

For billing inquiries contact us at:  
1-510-655-6200 or billing@iii.com

For payments remitted by check via regular mail:  
Innovative Interfaces, Inc  
PO Box 74008010  
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:  
Bank of America Lockbox Services

340 W Madison, 11th Fl  
Chicago, IL 60661

# 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

**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

Certificate Number:  
2018-428682

Date Filed:  
11/28/2018

**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

Date Acknowledged:  
01/29/2019

**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  
Tenth Amendment to Renew Software Licenses and Maintenance Service Agreement

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)