

**RENEWAL OF INNOVATIVE INTERFACE AGREEMENT
INNOVATIVE INTERFACES, INC.
FISCAL YEAR 2021**

THIS FISCAL YEAR 2021 RENEWAL ("Renewal") 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 an Agreement for an Integrated Library System on February 22, 2011 (the "Agreement"); as subsequently renewed and amended on October 2, 2012; November 26, 2013; November 17, 2014; April 28, 2015; February 23, 2016; June 24, 2016; February 2, 2017; December 19, 2017; June 5, 2018; January 29, 2019; September 24, 2019; and January 28, 2020, (hereinafter collectively referred to as "Subsequent Renewals"). The Agreement and any Subsequent Renewals are incorporated by reference as if set-forth verbatim below. The Agreement and Subsequent Renewals were 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 staff user licenses, and renew the licenses and maintenance from Innovative, so that County can continue using the software as described in the Innovative's Renewal Quotation # SO-INC26799, attached hereto as Exhibit "A" 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, and renew the software licenses and maintenance services ("Services") to County as detailed in Exhibit A.
2. **Payment.** Payment for the Services provided in Exhibit A shall be made as follows:
 1. The maximum compensation for the services provided as described in Exhibit A is One Hundred Thirty-One Thousand, Three Hundred Forty-Six Dollars and 12/100 cents (\$131,346.12).
 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 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 KP George

KP George, County Judge

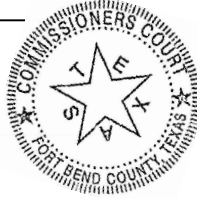
2-9-2021

Date

ATTEST:

Laura Richard

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 \$ 131,346.12 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

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 Name	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 RB Digital: No 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.

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:
2021-711845

Date Filed:
02/01/2021

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:
02/09/2021

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
Innovative Interfaces, Inc - ILS Software & Support

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)