

STATE OF TEXAS

§

COUNTY OF FORT BEND

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**RENEWAL OF INNOVATIVE INTERFACE AGREEMENT
INNOVATIVE INTERFACES, INC.
FISCAL YEAR 2023**

THIS FISCAL YEAR 2023 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”) (hereinafter collectively referred to as the “parties”).

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; January 28, 2020, February 9, 2021, and December 21, 2021 (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 services from Innovative, so that County can continue using the software and subscriptions as described in Innovative’s Quote # SO-INC32924, Quote # SO-INC32970, and Quote # SO-INC33607, collectively attached hereto as Exhibit “A” and incorporated fully by reference; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts items that can be obtained from only one source; and

WHEREAS, Innovative is the sole source provider for all application software products and services running on the Polaris platform, and all on-going services for the Polaris Integrated Library System, as indicated by the letter attached hereto as Exhibit “B” and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

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

1. **Term.** The term of the Agreement is renewed and is effective December 1, 2022, and shall expire no later than November 30, 2023, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Software License and Maintenance.** Innovative shall provide the additional software licenses, and renew the software licenses and maintenance services (collectively the "Services") to County as detailed in Exhibit A, and in accordance with the requirements of Exhibit B.
3. **Payment.** Payment for the Services provided in Exhibit A shall be made as follows:
 - A. The maximum compensation for the services provided as described in Exhibit A is One Hundred Forty-Eight Thousand, Four Hundred Four Dollars and 84/100 cents (\$148,404.84).
 - B. 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.
4. **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.
5. **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.
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 and this Renewal, 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 and this Renewal are not proprietary or confidential information.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. 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 Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Innovative in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Innovative hereby verifies that Innovative and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Innovative does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Innovative does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Innovative does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **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.
10. **Termination.** County may terminate this Renewal at any time upon thirty (30) days written notice.
11. **Remote Access.** If Innovative requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of the Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Innovative is granted remote access to County Systems:
- A. Innovative will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - B. Innovative will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Innovative will not access County Systems via unauthorized methods.
 - C. Innovative's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - D. Remote access is restricted only to County Systems necessary for Innovative to provide Services to County pursuant to this Agreement.
 - E. Innovative will allow only its Workforce approved in advance by County to access County Systems. Innovative will promptly notify County whenever an individual member of Innovative's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Innovative will keep a log of access when its Workforce remotely accesses County Systems. Innovative will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - F. If any member(s) of Innovative's Workforce is provided with remote access to County Systems, then Innovative's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - G. Failure of Innovative to comply with this Section may result in Innovative and/or Innovative's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - H. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Innovative, is under the direct control of Innovative, whether or not they are paid by Innovative and who have direct or incidental access to County Systems.
 - I. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating

systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

12. **Compliance with Laws.** Innovative shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Innovative shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
13. **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.
14. **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

INNOVATIVE INTERFACES, INC.

KP George, County Judge

Authorized Agent – Signature



Thomas L. Jacobson

Date

Authorized Agent- Printed Name

VP, Product Management

ATTEST:

Title

Dec 21, 2022

Laura Richard, County Clerk

Date

REVIEWED:



Information Technology Department

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 Quote # SO-INC32924, Quote # SO-INC32970, and Quote # SO-INC33607;
and
Exhibit B: Sole Source Letter

Exhibit A



Part of **Clarivate**

Renewal Quote

Page 1 of 3

Innovative Interfaces Incorporated
 3133 W. Frye Rd.
 Suite 400
 Chandler AZ 85226
 United States

Quote # SO-INC32924
Terms Net 30
PO #
Renewal Start Date 12/1/2022
Renewal End Date 11/30/2023
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	Item Categ...	Qty	Description	Options	Rate	Amount
Polaris Core Bundle Maintenance – Public	Maintenance	1	Polaris Public Core Bundle Maintenance Polaris is an integrated library system solution to manage physical and electronic resources and library patron accounts. Combines library operational workflows with open architecture. Supports staff tasks, including a Web-based staff interface (Leap), and patron access services. Public Core Bundle capabilities include: Cataloging, Circulation, Acquisitions, Serials, ILL, Export Express, & Responsive WebPAC with Feature It; Simply Reports and SQL Access for Custom Reporting; SIP2, Self-Check, Patron-Facing eCommerce.		97,544.13	97,544.13
Polaris API (PAPI) Maintenance	Maintenance	1	Polaris API (PAPI) Maintenance		1,981.41999...	1,981.42
Staff User Licenses Maintenance	Maintenance	311	Additional Staff User Licenses Maintenance		0.00	0.00
Additional SIP2 Maintenance	Maintenance	29	Additional SIP2 Maintenance		94.96309872	2,753.93
Staff User Licenses Maintenance	Maintenance	24	Additional Staff User Licenses Maintenance		196.91201256	4,725.89
Polaris e-Commerce Maintenance	Maintenance	20	Polaris e-Commerce Maintenance	Polaris eCommerce Vendor: Not Recorded eCommerce Access Point: Staff Client	237.40113348	4,748.02
Staff User Licenses Maintenance	Maintenance	10	Additional Staff User Licenses Maintenance		213.66357276	2,136.64
Additional SIP2 Maintenance	Maintenance	6	Additional SIP2 Maintenance		182.32593756	1,093.96
Additional SIP2 Maintenance	Maintenance	6	Additional SIP2 Maintenance		134.5564536	807.34
Additional SIP2 Maintenance	Maintenance	6	Additional SIP2 Maintenance		0.00	0.00
Polaris Telephone Services	Maintenance	4	Polaris Telephone Services Maintenance	Polaris Telephone Services:	118.70056692	474.80

Quote #

SO-INC32924

Innovative Interfaces Incorporated
 3133 W. Frye Rd.
 Suite 400
 Chandler AZ 85226
 United States

Item	Item Categ...	Qty	Description	Options	Rate	Amount
Additional SIP2 Maintenance	Maintenance	4	Additional SIP2 Maintenance	Outbound/Inbound	118.88562744	475.54
Additional SIP2 Maintenance	Maintenance	2	Additional SIP2 Maintenance		120.49374228	240.99
Polaris Telephone Services	Maintenance	2	Polaris Telephone Services Maintenance	Polaris Telephone Services: Outbound/Inbound	1,187.01765	2,374.04
Polaris Integration License	Maintenance	1	Polaris Integration License Maintenance	Polaris Integration License Options: NCIP Integration with OCLC Navigator	3,588.869025	3,588.87
Polaris Database Synch Service	Maintenance	1	Polaris Database Synch Service Maintenance		633.066525	633.07
Polaris Community Profiles Maintenance	Maintenance	1	Polaris Community Profiles Maintenance		2,374.024275	2,374.02
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		184.569525	184.57
			1 December 2022 - 30 November 2023			
Additional SIP2 Maintenance	Maintenance	2	Additional SIP2 Maintenance		0.00	0.00
Additional SIP2 Maintenance	Maintenance	2	Additional SIP2 Maintenance		96.8625	193.73
			1 February 2023 - 30 November 2023			
Staff User Licenses Maintenance	Maintenance	18	Additional Staff User Licenses Maintenance		0.00	0.00
Staff User Licenses Maintenance	Maintenance	18	Additional Staff User Licenses Maintenance		189.00	3,402.00
			1 February 2023 - 30 November 2023			



Part of **Clarivate**

Renewal Quote

Page 3 of 3

Quote #

SO-INC32924

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Item	Item Categ...	Qty	Description	Options	Rate	Amount

Total US\$129,732.96

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.



Part of **Clarivate**

Renewal Quote

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Quote # SO-INC32970
Terms Net 30
PO #
Renewal Start Date 12/1/2022
Renewal End Date 11/30/2023
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	Item Categ...	Qty	Description	Options	Rate	Amount
eContent Integration Subscription	License - Ter...	1	eContent Integration Subscription 1 December 2022 - 30 November 2023	Overdrive: Yes RB Digital: No Axis 360: No	2,255.8473	2,255.85

Total US\$2,255.85

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

Notes:

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2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.



Part of **Clarivate**

Renewal Quote

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Quote # SO-INC33607
Terms Net 30
PO #
Renewal Start Date 12/1/2022
Renewal End Date 11/30/2023
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	Item Categ...	Qty	Description	Options	Rate	Amount
Polaris Syndetics Unbound	SaaS	1	Syndetics Unbound Subscription is the combination of Syndetics Classic and Library Thing For Libraries. It enables libraries to display enriched content in their OPAC or discovery solution and provides users with interactive exploration. Enrichment elements include Cover Images, Upgraded Cover Images, Summaries, Author Info, Reading Levels, Video Games, Tag Cloud, Book Profiles, Series, Video and Music, Awards, First Chapter/Excerpts, TOCs, Professional Reviews (NYT Full Text, Publisher's Weekly, Library Journal, School Library Journal, HornBook, BookList, Choice, Kirkus, BookSeller + Publisher, Guardian), Patron Reviews, Recommendations, Other Editions, Lists (Bestseller, Media Mention, Citations, LT User Lists, Librarian Lists, Genre), Shelf Browse, and Book Display Widget. 1 December 2022 - 30 November 2023		16,416.03	16,416.03

Total US\$16,416.03

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.

Exhibit B

November 18, 2022

Sarah Sanchez
Fort Bend County
301 Jackson St, Suite 201
Richmond, TX 77469

Re: Sole Supplier Letter - Polaris

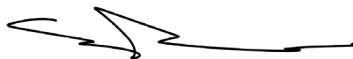
Dear Sarah,

This letter confirms that Innovative Interfaces Incorporated is the sole supplier for all application software products and services running on the Polaris platform. The Polaris product cannot be purchased from any third party or supplier other than Innovative, as it is a proprietary product and requires Innovative's knowledge and expertise to install and maintain. All application software is maintained solely by Innovative. Accordingly, Innovative is the sole supplier and provider of Innovative software.

Innovative is also the sole and exclusive provider of all on-going services for the Polaris Integrated Library System, including but not limited to, software support, software maintenance, software upgrades, training and consultation.

Please contact me if you have any questions.

Sincerely yours,



Shawna Deane
Senior Director, Associate General Counsel
Shawna.Deane@Clarivate.com