



RESOLUTION No. 20-485

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING AMENDMENT 3 TO THE SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH INNOVATIVE INTERFACES INCORPORATED PERTAINING TO THE POLARIS HOSTED INTEGRATED LIBRARY SYSTEM (ILS), ADDING A USER APPLICATION, INCREASING THE MAXIMUM CONTRACT AMOUNT FROM \$330,232 to \$365,141, AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AMENDMENT

WHEREAS, on April 23, 2019, the Nevada County Board of Supervisors passed and adopted Resolution 19-166, approving a five-year Software as a Service (SaaS) subscription and hosting agreement with Innovative Interfaces, Inc. for the Polaris Integrated Library System at the Nevada County Community Library (“Agreement”); and

WHEREAS, on March 24, 2020, the Board of Supervisors passed and adopted Resolution 20-098, thereby approving Amendment No. 1 to the Agreement to increase the maximum contract amount from \$327,462 to \$329,832 and modifying the term of the agreement from April 23, 2019-April 23, 2024 to September 1, 2019-September 1, 2024; and

WHEREAS, on July 14, 2020, the Board of Supervisors passed and adopted Resolution 20-311, thereby approving Amendment No. 2 to the Agreement to increase the maximum contract amount from \$329,832 to \$330,232; and

WHEREAS, the Nevada County Community Library desires to add a user application to the subscription and hosting Agreement to facilitate patron access to the library catalogue, thereby necessitating Amendment No. 3 to the Agreement to amend the Statement of Work and increase the maximum contract amount to \$365,141 (a total increase of \$34,909 with \$14,000 in Fiscal Year 20-21, \$10,300 in Fiscal Year 21-22 and \$10,609 in Fiscal Year 22-23, bringing the amount for the 5 fiscal years remaining to \$192,717), which includes the new user application implementation costs and associated annual subscription fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 3 to the Agreement by and between the County of Nevada and Innovative Interfaces, Inc. pertaining to the Integrated Library System software implementation and subscription services, amending the Exhibit “B” Statement of Work to add a user application and increasing the maximum amount from \$330,232 to \$365,141 for the term of September 1, 2019 through September 1, 2024 be and hereby is approved in the substantially the same form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 3 on behalf of the County of Nevada.

Funds to be distributed from: 1165-60201-581-1000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of November, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

11/10/2020 cc: Library*
AC*
II, Inc

AMENDMENT #3 TO AGREEMENT

This AMENDMENT ("Amendment #3") is made and entered into as of the date of the last signature of the parties hereto (the "**Effective Date**"), by and between INNOVATIVE INTERFACES INCORPORATED, a California corporation ("**Innovative**"), and the COUNTY OF NEVADA (the "**Client**"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, the Client and Innovative Interfaces Incorporated are parties to the Subscription License Agreement made effective as of April 23, 2019 (as amended from time to time, the "**Agreement**"); and

WHEREAS, the Client desires to purchase from Innovative certain upgrades to the Software and, in connection with such purchase, the parties desire to amend the Agreement as set forth in this Amendment; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Software.** Exhibit A of the Agreement is hereby amended to include the attached Pricing Exhibit EST-INC11823. The Initial Term of this subscription will be thirty-six (36) months.

2. **Miscellaneous.**

- a. This Amendment will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreement, the terms of this Amendment will control.
- c. This Amendment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Amendment is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Amendment to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

COUNTY OF NEVADA

Signature: Heidi Hall

Print Name: Heidi Hall

Title: Chair, BOS

Date: 11/10/2020

INNOVATIVE INTERFACES INCORPORATED

Signature: [Signature]

Print Name: AKIN ADEKEYE

Title: EVP & General Counsel

Date: October 20, 2020



Pricing Exhibit

Innovative Interfaces Incorporated
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States

Date 10/20/2020
Quote # EST-INC12578
Payment Terms Net 30
Overall Contract Term (Months) 36
Contract Start Date
Contract End Date
Sales Rep Tom McNamara
Site Code nvcc1
Expires 1/18/2021

Bill To
 Nevada County Community Library
 980 Helling Way
 Nevada City CA 95959-8619
 United States

Ship To
 Nevada County Community Library
 980 Helling Way
 Nevada City CA 95959-8619
 United States

Currency
 US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Innovative Mobile App	License - Term	1	Innovative Mobile is a mobile library application designed to extend the walls of your library through advanced capabilities such as discovery, patron account access, and "Click and Collect" which allows patrons to reserve items and then be notified when it's time to pick up.		8,500	8,500.00	8,500.00	
Barcodes Annual Subscription	License - Term	6	Checkout and checkin with barcode		249.999999...	250.00	1,500.00	

Total Fees US\$10,000.00

Statement of Work

This Statement of Work (the "SOW") dated October 21, 2020 is entered into pursuant to the Master Professional Services Agreement between Nevada County Community Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of April 23, 2019 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees 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.

B. Project Scope of Services

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

1. *Innovative Mobile App Implementation*

- a) Innovative will install Innovative Mobile App.

All specified work includes, where necessary:

- 1) Project management
- 2) Requirements consultation between client and Innovative
- 3) Installation and configuration of the purchased software modules on a single production environment. If installation and configuration is required to be performed on additional server environments, additional fees will apply.
- 4) Post-implementation testing
- 5) Remediation of post-implementation issues, found during our own testing or found by the client

2. *Innovative Mobile App Barcode Implementation*

- a) Innovative will install 6 (six) barcodes for Innovative Mobile App

No work will be performed, on the client's production environment, without prior notification to, and approval from, the client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance by the client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the client before work can proceed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

- 1. System Engineer: System Engineers work with the Library on ILS setup and configuration as well as installations, network connections, and infrastructure configuration.



D. Client Implementation Team

- 1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system level duties required by Client.

E. Implementation Assumptions

- 1. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
- 2. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.

F. 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-INC12579 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Professional Services Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

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

AGREED:

Client	Innovative
Nevada County Community Library	Innovative Interfaces Incorporated
By: <i>Heidi Hall</i>	By: <i>[Signature]</i>
Name: <i>Heidi Hall</i>	Name: <i>AKIN ADEKEYE</i>
Title: <i>Chair, BOS</i>	Title: <i>EVP & General Counsel</i>
Date: <i>11/20/2020</i>	Date: <i>October 20, 2020</i>



Pricing Exhibit

Innovative Interfaces Incorporated
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States

Date 10/20/2020
Quote # EST-INC12579

Payment Terms Net 30
Sales Rep Tom McNamara
Technical Contact CU7573 Nevada County Library : C...
Site Code nvcl
Expires 1/18/2021

Bill To
 Nevada County Community Library
 980 Helling Way
 Nevada City CA 95959-8619
 United States

Ship To
 Nevada County Community Library
 980 Helling Way
 Nevada City CA 95959-8619
 United States

Currency
 US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Innovative Mobile App Implementation	Services	1	Innovative Mobile is a mobile library application designed to extend the walls of your library through advanced capabilities such as discovery, patron account access, and "Click and Collect" which allows patrons to reserve items and then be notified when it's time to pick up.		1,000	1,000.00	1,000.00
Barcodes Innovative Mobile One Time Implementation	Services	6	Barcodes Innovative Mobile - one time implementation		500.00000004	500.00	3,000.00

Total Fees US\$4,000.00