



RESOLUTION No. 20-311

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING AMENDMENT 2 TO THE SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH INNOVATIVE INTERFACES INCORPORATED FOR THE IMPLEMENTATION OF AND FIVE-YEAR SUBSCRIPTION TO THE POLARIS HOSTED INTEGRATED LIBRARY SYSTEM (ILS) INCREASING THE MAXIMUM CONTRACT AMOUNT FROM \$329,832 TO \$330,232, AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AMENDMENT, AND AUTHORIZING THE 10% CONTINGENCY IN CONTRACT

WHEREAS, the Nevada County Community Library and Purchasing Division reviewed the Placer County competitive bids for a new Software as a Service (SaaS) ILS; and

WHEREAS, the Polaris system proposed by Innovative Interfaces Incorporated was selected and subsequently awarded the contract by the Board on April 23, 2019 by adopting Resolution 19-166; and

WHEREAS, the contract Amendment 1, increasing the maximum contract amount from \$327,462 to \$329,832 and modifying the terms of the agreement from April 23, 2019-April 23, 2024 to September 1, 2019-September 1, 2024 was approved by the Board on March 24, 2020 by adopting Resolution 20-098; and

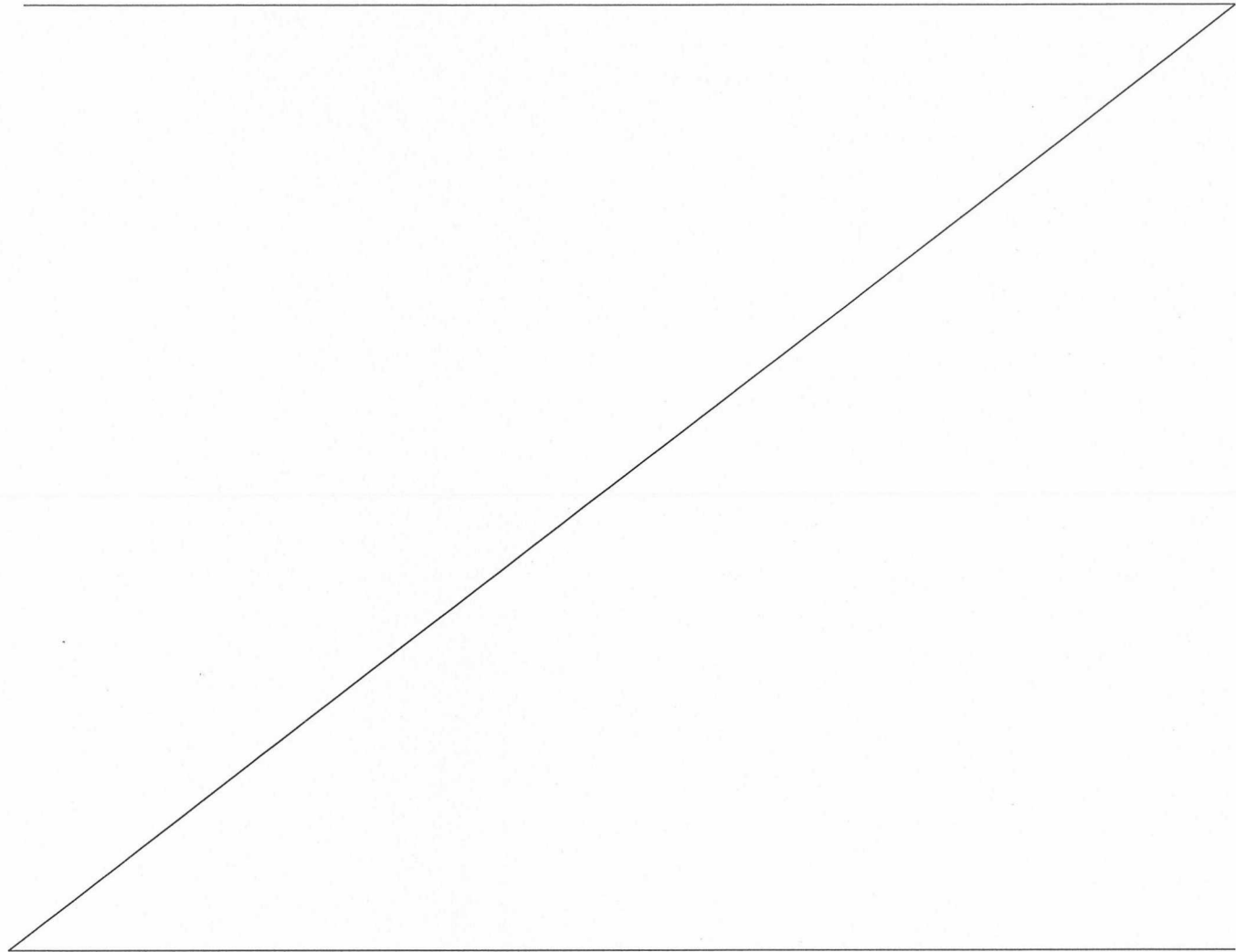
WHEREAS, this contract amendment 2 increases the maximum contract amount from \$329,832 TO \$330,232 to purchase an additional license for use by the San Juan Ridge Community Library while all other contract terms remain unchanged; and

WHEREAS, it is requested to authorize the contract contingency in the amount not to exceed 10% for additional licenses and software modules.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment 2 to the Agreement by and between the County and Innovative Interfaces Incorporated pertaining to the Integrated Library System software implementation and subscription services increasing the maximum amount from \$329,832 to \$330,232 for the term of September 1, 2019 through September 1, 2024 be and hereby is approved in the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment 2 on behalf of the County of Nevada.

BE IT FUTHER RESOLVED that the Board of Supervisors of the County of Nevada, State of California, authorizes the contract contingency in the amount not to exceed 10% for additional licenses and software modules.

Funds to be distributed from: 1165-60201-581-1000/521474



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of July, 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

7/14/2020 cc: Library*
AC* (Hold)

7/29/2020 cc: Library*
AC* (Release)
II Inc.

AMENDMENT #2 TO AGREEMENT

This AMENDMENT ("Amendment #2") 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: 7/23/2020

INNOVATIVE INTERFACES INCORPORATED

Signature: [Handwritten Signature]

Print Name: AKIN ADEKEYE

Title: EVP & General Counsel

Date: May 22, 2020



Pricing Exhibit

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

Date 5/11/2020
Quote # EST-INC11823
Payment Terms Net 30
Overall Contract Term (Months) 36
Contract Start Date
Contract End Date
Sales Rep Tom McNamara
Site Code nvcd
Expires 6/30/2020

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	Unit Price	Amount	List Rate	Discount
Staff User Licenses	License - Term	1	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).		400.00	400.00		

Total Fees US\$400.00