

**SECOND AMENDMENT TO
NAPA COUNTY AGREEMENT No. 210369B**

THIS SECOND AMENDMENT to Agreement No. 210369B is made this day of March 2024, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Innovative Interfaces Incorporated, a California corporation, whose mailing address is 789 E. Eisenhower Parkway, Ann Arbor, MI 48108, hereinafter referred to as "CONTRACTOR";

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **210369B** (the "**Agreement**") for subscriptions to Envisionware and Polaris through Innovative Interfaces, which provides point of sale software, credit card swipes, self-check software integration and online ILS integration; and

WHEREAS, on December 19, 2023, COUNTY and CONTRACTOR amended the Agreement ("the First Amendment") to change the term, scope of work and pricing; and

WHEREAS, the Parties desire to further amend the Agreement as set forth in this Second Amendment.

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

- 1. Scope of Work.** The Agreement is hereby amended to include additional services attached hereto as Exhibit "A-2" all references to Exhibit "A-1" shall be read Exhibit "A-2" as of the effective date of this amendment. .
- 2. Pricing Exhibit.** This Agreement is amended to include a new pricing sheet attached hereto as Exhibit "B-2" all references to Exhibit "B-1" shall read Exhibit "B-2" as of the effective date of this contract. Further all previous references to Vega Premium Discover" as of the effective date of the Agreement shall now read "Vega Discover Consortia".

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 Addendum and the Agreement, the terms of this Addendum will control.

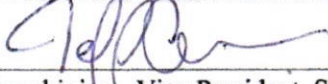
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum.

NAPA COUNTY, a political
subdivision of the State of
California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

INNOVATIVE INTERFACES INC.

By 
Jeff Anusbikian - Vice President, Sales Operations

By *Martin Reeves*
Martin Reeves – Company Secretary

"CONTRACTOR"

APPROVED AS TO FORM Office of County Counsel By: Susan B. Altman, Deputy County Counsel Date: June 26, 2024	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Part of **Clarivate**

Innovative Interfaces Incorporated
 789 E. Eisenhower Parkway
 Ann Arbor MI 48108
 United States

Bill To
 Napa County Library
 580 Coombs Street
 Napa CA 94559
 United States

Ship To
 Napa County Library
 580 Coombs Street
 Napa CA 94559
 United States

**Exhibit 1
 Pricing Exhibit**

Pricing Exhibit

Date 2/23/2024
Quote# EST-INC17154
Payment Terms Net 30
Overall Contract Term (Months) 60
Contract Start Date
Contract End Date
Sales Rep Tom McNamara
Site Code napa
Expires 4/30/2024

Currency
 US Dollar

Item	Item Category	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Vega Discover - Consortia	Saas	<p>Vega Discover Consortia is exclusively for Consortia and includes all of the great features of Discover Premium and adds enhanced capabilities and configurability for consortia needs, providing capabilities for patrons to uncover content and explore new titles and resources with interconnected search, context engine (linked data model), roll-ups, showcases, collection sites for custom scoping, advanced configurations and customizations, themed catalogs, Guides and adherence to accessibility standards. Syndetics Unbound subscription included.</p> <p>Term: 7/1/2024-6/30/2029 Year 1: \$22,610.89 Year 2: \$23,402.27 Year 3: \$24,221.35 Year 4: \$25,069.10 Year 5: \$25,946.52</p>				22,610.89	

First Year Total US\$22,610.89



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Pricing Exhibit

Date	2/23/2024
Quote#	EST-INC17155
Payment Terms	Net 30
Sales Rep	Tom McNamara
Technical Contact	CU8297 Napa County Library : Ant...
Site Code	napa
Expires	4/30/2024

Currency
US Dollar

Item	Item Category	Description	Options	Original Rate	Unit Price	Amount
Vega Discover Consortia Implementation	Services	Enablement and configuration of Vega Discover Consortia		10,000	9,584.99999996	9,585.00

Total Fees US\$9,585.00

EXHIBIT "A-2"
SCOPE OF WORK

DESCRIPTION OF SERVICES:

Polaris Core Bundle -Public Subscription

Polaris Public Core Bundle-

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:

Vega Discover Consortia Discovery Layer

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.

Screwdriver Subscription

Polaris Dedicated Hosting - US/APACDedicated

Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on-premise server for Polaris ILS When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system/environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services

eContent Integration Subscription- eContent Integration

Subscription, Overdrive

Additional Patron Languages- Polaris Languages: Spanish

Staff User Licenses - 90

Additional SIP2 Subscription - 9

Polaris Outreach Services Software -1

Polaris API (PAPI)

Polaris Community Profiles

Content Carousel

Polaris 3rd Party eCommerce

Polaris Power PAC Subscription

Polaris Course Reserves Subscription

Envisionware Software and Maintenance Subscription

Envisionware develops and sells a broad-based offering of library e-commerce products and services. The Envisionware products and Services utilized by the Napa County Library are:

Envisionware Subscription- 7

Options: ECS-Staff T9 I 5-Y

Envisionware Subscription- 7

Options : ECS-Staff RegisterSW

A. Project Scope of Services

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

1. Vega Discover for Consortia Implementation

Implementation duration is expected to be 12 weeks from commencement of work. If the Client would like to extend the Implementation timeline beyond the agreed upon duration, negotiation regarding the extended schedule and related costs will be conducted.

a) Innovative will install Vega Discover for Consortia software.

Specified work includes, where necessary:

- 1) Project management
- 2) Requirements consultation between Client and Innovative
- 3) Post-implementation testing
- 4) Remediation of post-implementation issues, found during Innovative testing or found by the Client during the implementation period
- 5) Minimum scope of service to include:
 - Provisioning of a single production Vega Discover environment, and connection to Client's production ILS
 - Synchronization of production ILS and Vega Discover databases
 - Configuration training for Vega Discover
 - Access to recorded training sessions and other resources
 - Product Overview
 - Publishing of 1st Guide

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 between 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.

B. Innovative Services Team

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

1. **Project Manager:** Project Managers have years of project management experience and have implemented library systems for many libraries.
2. **System Engineer:** System Engineers work with the Client on ILS setup and configuration as well as installations, network connections, and infrastructure configuration.
3. **Trainer/Consultant:** Trainers work with the Client to ensure an understanding of the configuration and use of the software

C. 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.

D. Implementation Assumptions

1. Client's production ILS environment must be running the current General Availability ("GA") version of the software, or later.
2. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
3. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

E. Fees and Payment Terms

Fees for Services under this Scope of Work herein will be charged on a fixed price basis as set forth in the attached Pricing Exhibit EST-INC17155 herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW.

EXHIBIT "B-2"
COMPENSATION

Term:	Polaris	Envisionware	Vega Discover Consortia	Total cost:
7/1/2024-6/30/2025	\$ 104,213.03	\$ 8,750.76	\$ 22,610.89	\$ 135,574.68
7/1/2025-6/30/2026	\$ 106,667.26	\$ 8,956.40	\$ 23,402.27	\$ 139,025.93
7/1/2026-6/30/2027	\$ 110,400.61	\$ 9,269.88	\$ 24,221.35	\$ 143,891.84
7/1/2027-6/30/2028	\$ 114,264.63	\$ 9,594.32	\$ 25,069.10	\$ 148,928.05
7/1/2028-6/30/2029	\$ 118,263.91	\$ 9,930.12	\$ 25,946.52	\$ 154,140.55

Contract renewal term for Vega to align with our Polaris/Envisionware term (7/1-6/30 annual), therefore Vega Discover Consortia term of January 1, 2024 thru June 30 2024 shall be invoiced to reflect cost for half year proration.

Total cost:	\$ 721,561.05
Vega Discover Consortia 1/1/2024-6/30/2024	\$ 11,500.00
Vega Discover Consortia Implementation	\$ 9,585.00
Additional Software Subscriptions	\$ 7,353.95
Contract Maximum	\$ 750,000.00

AATF 210369B Amend 2 - Innovative Interfaces Inc signed JA

Final Audit Report

2024-06-27

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"AATF 210369B Amend 2 - Innovative Interfaces Inc signed JA" History

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-  Document e-signed by Martin Reeves (martin.reeves@clarivate.com)
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