

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

THIS THIRD AMENDMENT to Agreement No. 210369B is made this 7th day of October, 2025 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";

RECITALS

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **210369B** 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 23, 2023 COUNTY and CONTRACTOR amended the Agreement to increase the scope of work to include additional software subscriptions, as well as increase the contract maximum and term.

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the scope of work to include software subscriptions and implementation fees to add St Helena Public Library, remove Vega Discover (Premium/Consortia) software subscriptions and update the contract maximum.

TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 210369B in accordance with the terms and conditions set forth below:


1. Exhibit "A-2" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-3", and all references in the Agreement to Exhibit "A", Exhibit "A-1" or Exhibit "A-2" shall mean Exhibit "A-3".
2. Exhibit "B-2" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-3", and all references in the Agreement to Exhibit "B", Exhibit "B-1" or Exhibit "B-2" shall mean Exhibit "B-3".
3. Paragraph 3 "Compensation" is amended to read in full as follows:
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3", attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be seven hundred thousand dollars **(\$700,000.00)** for professional services; provided, however, that such amounts shall not

be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. This Amendment No. 3 shall be effective October 7, 2025.

5. All other terms and conditions of Agreement No. 210369B shall remain in full force and effect.

IN WITNESS WHEREOF, this THIRD Amendment of Napa County Agreement No. 210369B was executed by the parties hereto as of the date first above written.

By 
Tim McGee - Vice President, Sales Operations

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 12, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _ _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-3"
SCOPE OF WORK

System ID: Q-00829509 SO-INC41593

Napa County
Software Subscription Renewal
Quotation: Q-00829509

Product Name	Code	Start Date	End Date	Price
Staff User Licenses Polaris Subscription	PLSADDSTAFFLIC	7/1/2026	6/30/2027	0.00 USD
Additional SIP2 Subscription	PLSADDSIP2	7/1/2026	6/30/2027	0.00 USD
Envisionware Software Subscription	PLSADD3RDENVISIONSUB	7/1/2026	6/30/2027	5,654.39 USD
Envisionware Software Subscription	PLSADD3RDENVISIONSUB	7/1/2026	6/30/2027	2,125.47 USD
Polaris Core Bundle - Public	PLSBUNPUBCOR	7/1/2026	6/30/2027	64,454.44 USD
Screwdriver Subscription	PLSHSTADD3RDSCREW	7/1/2026	6/30/2027	2,199.25 USD
Polaris Dedicated Hosting - US/APAC	PLSHSTBUNDEDICUSAPA	7/1/2026	6/30/2027	40,923.82 USD
eContent Integration Subscription	PLSADDECONT	7/1/2026	6/30/2027	1,840.66 USD
Additional Patron Languages Polaris Subscription	PLSADDPATLANG	7/1/2026	6/30/2027	2,217.44 USD
Polaris Outreach Services Software	PLSADDOUTREACH	7/1/2026	6/30/2027	0.00 USD
Polaris API (PAPI)	PLSADDPOLAPI	7/1/2026	6/30/2027	0.00 USD

Polaris Community Profiles	PLSADDCOMMPROF	7/1/2026	6/30/2027	0.00 USD
Content Carousel	PLSADDCONTCAR	7/1/2026	6/30/2027	0.00 USD
Polaris 3rd Party eCommerce	PLSADD3RDECOMM	7/1/2026	6/30/2027	0.00 USD
Polaris PowerPAC Subscription	PLSSUBPOWERPAC	7/1/2026	6/30/2027	0.00 USD
Polaris Course Reserves Subscription	PLSSUBCOURSERES	7/1/2026	6/30/2027	0.00 USD
Envisionware Software Subscription	PLSADD3RDENVISIONSUB	7/1/2026	6/30/2027	255.02 USD
Total Price: 119,670.49USD				

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Michelle Carreon michelle.carreon@countyofnapa.org Napa County Library 580 Coombs St Napa CA United States 94559	Napa County Library 580 Coombs St Napa CA United States 94559
<u>Electronic Invoice Recipient(s):</u> Michelle Carreon michelle.carreon@countyofnapa.org	<u>Electronic Renewal Recipient(s):</u> Michelle Carreon michelle.carreon@countyofnapa.org

Innovative Interfaces Rate Sheet		
Term:	Polaris	Envisionware
7/1/2024-6/30/2025	\$104,213.03	\$8,750.76
7/1/2025-6/30/2026	\$106,667.26	\$8,956.40
7/1/2026-6/30/2027	\$110,400.61	\$9,269.88
7/1/2027-6/30/2028	\$114,264.63	\$9,594.32
7/1/2028-6/30/2029	\$118,263.91	\$9,930.12
Totals	\$553,809.44	\$46,501.48

All prices quoted are exclusive of applicable taxes.

We will assess, collect from you and remit to the relevant tax office VAT, GST and other similar sales tax such as provincial sales taxes, as applicable, unless you provide valid evidence in advance of invoicing that you are exempt from such taxes. When applicable, these tax amounts will be reflected on invoices to you.

If you are required by law to deduct or withhold any amount you must ensure that we are paid the price quoted (i.e. the price quoted is the amount, we are entitled to receive in the absence of a requirement to make a deduction or withholding).

**Additional
Software**

Q-00771924

Products (Annually Recurring):

Name	Description	Start Date	Contract Term (months)
Add Associate or Affiliate Library Subscription	Bundle - Add Associate or Affiliate Library Subscription Add Associate or Affiliate Library Subscription	Upon Implementation	48
			Total Price for Year 1: 8,000.00 USD

Year 2: 8,280.00 USD
Year 3: 8,659.80 USD
Year 4: 8,869.74 USD

EXHIBIT "A-3"
SCOPE OF WORK

Client: Napa County Library

Quote ID: Q-00771924

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. *New Branch Profile*

1. Innovative will provide profiling services for one (1) new branch.

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.

C. Innovative Services Team

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

- a. Data Analyst - All Data Analysts have extensive database skills as well as in-depth knowledge of MARC.

D. Client Implementation Team

- a. Librarian Lead – Works closely with Data Analyst to ensure requirements are clear and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.

E. Implementation Assumptions

- a. 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.
- b. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
- c. This service does not include loading bibs, items, patrons, or other data for the new branch; such services would incur an additional fee.

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 attached Pricing Exhibit 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 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

Services Order Pricing Exhibit (Q-00771924):

Services (One Time):

Name	Description	One Time Fee
Add Associate or Affiliate Library Subscription Implementation (Subs Service)	Add Associate or Affiliate Library Subscription Implementation Add Associate or Affiliate Library Subscription Implementation	24,800.00
		Total Price: 24,800.00 USD

EXHIBIT "B-3"
COMPENSATION

Innovative Interfaces Rate Sheet				
Term:	Polaris	Envisionware	SHPL Polaris	Total Cost
7/1/2024-6/30/2025	\$104,213.03	\$8,750.76		\$112,963.79
7/1/2025-6/30/2026	\$106,667.26	\$8,956.40	\$8,000.00	\$123,623.66
7/1/2026-6/30/2027	\$110,400.61	\$9,269.88	\$8,280.00	\$127,950.49
7/1/2027-6/30/2028	\$114,264.63	\$9,594.32	\$8,569.80	\$132,428.75
7/1/2028-6/30/2029	\$118,263.91	\$9,930.12	\$8,869.74	\$137,063.77
Totals	\$553,809.44	\$46,501.48	\$33,719.54	\$ 634,030.46

Total cost and Additional Fees:

Polaris, Envisionware, and SHPL Polaris	\$	634,030.46
Vega Premium Discover 1/1/2024-6/30/2024	\$	11,500.00
Vega Premium Discover 7/1/2024-6/30/2025	\$	22,610.89
Affiliate Library Subscription Implementation	\$	24,800.00
Additional Software Subscriptions	\$	7,058.65
Contract Maximum	\$	700,000.00