

AMENDMENT TO AGREEMENT

This AMENDMENT is made and entered into as of July 1, 2020 (the "**Effective Date**"), by and between INNOVATIVE INTERFACES INCORPORATED, a California corporation ("**Innovative**"), and the CITY OF SANTA CLARA, for the Santa Clara City Library, (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 July 1, 2019 (as amended from time to time, the "**Agreement**"); and

WHEREAS, the Client desires to extend the Agreement, and in connection with such extension, 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. **Term Extension.** Paragraph 2 of Exhibit A of the Agreement, titled "Term," is hereby deleted in its entirety and replaced with the following:

Term. Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of six (6) years running from July 1, 2020 through June 30, 2026 (the "Initial Term"). Thereafter, this Agreement will be automatically renewed for additional one (1) year terms, subject to annual budget appropriation and at the sole discretion of the legislative body, up to a maximum of five (5) additional years (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by 3.5% over the previous year. Client shall not be liable for any costs under this Agreement for failure to appropriate the funds to continue the Agreement for any Renewal Term.

2. **Pricing Exhibit.** Exhibit A of the Agreement is hereby amended to include the attached Pricing Exhibits SO-INC25195 and SO-INC25199.

3. **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.

4. **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.

CITY OF SANTA CLARA

Signature: 

Print Name: ^{by} Deanna J. Santana

Title: City Manager

Date: 7/7/2020

INNOVATIVE INTERFACES INCORPORATED


Signature: 

Print Name: HILARY NEWMAN

Title: SENIOR VICE PRESIDENT

Date: 6/29/2020

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

 for Brian Doyle



Renewal Quote

Page 1 of 3

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

Quote # SO-INC25195
 Terms Net 30
 PO #
 Renewal Start Date 7/1/2020
 Renewal End Date 6/30/2021
 Site Code scpl

Bill To
 Santa Clara City Library
 2635 Homestead Road
 Santa Clara CA 95051
 United States

Ship To
 Santa Clara City Library
 2635 Homestead Road
 Santa Clara CA 95051
 United States

Currency
 US Dollar

Item Description	Quantity	Unit Price	Total Price	Yes	No
Sierra Subscription License - Te...	1	93,956.409...	93,956.41	Yes	
Sierra Cloud Hosting License - Te...	1	21,688.119...	21,688.12	Yes	
Staff User Licenses License - Te...	60	0.00	0.00	Yes	
SIP2 Interface License - Te...	18	0.00	0.00	Yes	
Output accounting information to another system License - Te...	1	0.00	0.00	Yes	
WebPAC Pro License - Te...	1	0.00	0.00	Yes	
File Transfer Software License - Te...	1	0.00	0.00	Yes	
Web Access Management License - Te...	1	0.00	0.00	Yes	
Circ Notices via E-Mail Option License - Te...	1	0.00	0.00	Yes	
OCLC Interactive Via the Network License - Te...	1	0.00	0.00	Yes	
Reports License - Te...	1	0.00	0.00	Yes	
Acquisitions License - Te...	1	0.00	0.00	Yes	
Serials License - Te...	1	0.00	0.00	Yes	
Circulation License - Te...	1	0.00	0.00	Yes	
Cataloging License - Te...	1	0.00	0.00	Yes	
Advanced Keyword Index Method II License - Te...	1	0.00	0.00	Yes	
OPAC Export License - Te...	1	0.00	0.00	Yes	
Resequence attached records by location License - Te...	1	0.00	0.00	Yes	
Synchronize License - Te...	1	0.00	0.00	Yes	

Quote #

SO-INC25195

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

bibliographic locations

Automatic Authority Control Processing	License - Te...	1	Automatic Authority Control Processing		0.00	Yes	0.00
Sierra Additional Review Files	License - Te...	1	Sierra Additional Review Files		0.00	Yes	0.00
Patron API (URL)	License - Te...	1	Patron API (URL)		0.00	Yes	0.00
Z39.50 Client / Client Broadcast / Server	License - Te...	1	Z39.50 Client / Client Broadcast / Server		0.00	Yes	0.00
Offline Circulation	License - Te...	1	Offline Circulation		0.00	Yes	0.00
Unlimited Web OPAC user licenses	License - Te...	1	Unlimited Web OPAC user licenses		0.00	Yes	0.00
Unlimited Data License	License - Te...	1	Unlimited Data License		0.00	Yes	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Te...	1	Sierra EDI / EDIFACT Ordering & Invoicing		0.00	Yes	0.00
Spell Check	License - Te...	1	Spell Check	Languages: English	0.00	Yes	0.00
My Record Feeds	License - Te...	1	Sierra My Record Feeds		0.00	Yes	0.00
Sierra Classic Collection Agency Subscription	License - Te...	1	Sierra Classic Collection Agency Subscription		0.00	Yes	0.00
Sierra Online Patron Registration	License - Te...	1	Sierra Online Patron Registration		0.00	Yes	0.00
Circa Wireless Inventory (RFID)	License - Te...	1	Sierra Circa Wireless Inventory (RFID)		0.00	Yes	0.00
WebOPAC Ecommerce	License - Te...	1	Sierra WebOPAC Ecommerce	WebOPAC Ecommerce Option: Payflow Pro	0.00	Yes	0.00
Sierra Quick Click Ordering	License - Te...	1	Sierra Quick Click Ordering		0.00	Yes	0.00
Authority Control Option	License - Te...	1	Authority Control Option		0.00	Yes	0.00
Classic Fines Payment	License - Te...	1	Classic Fines Payment Web Service API		0.00	Yes	0.00

innovative

Renewal Quote

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

Quote #

SO-INC25195

Web Service
API

Year 1 of 6 - \$ 115,644.53
1 July 2020 - 30 June 2021

Year 2 of 6 - \$ 119,692.09
Year 3 of 6 - \$ 123,881.32
Year 4 of 6 - \$ 128,217.16
Year 5 of 6 - \$ 132,704.76
Year 6 of 6 - \$ 137,349.43

Total US\$115,644.53

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.

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

Quote # SO-INC25199
 Terms Net 30
 PO #
 Renewal Start Date 7/1/2020
 Renewal End Date 6/30/2021
 Site Code scpl

Bill To
 Santa Clara City Library
 2635 Homestead Road
 Santa Clara CA 95051
 United States

Ship To
 Santa Clara City Library
 2635 Homestead Road
 Santa Clara CA 95051
 United States

Currency
 US Dollar

Resource	License - Te...	1	Resource Sharing – Returnables (INN-Reach)	23,679.200...	Yes	23,679.20
Sharing –						
Returnables						
(INN-Reach)						
			Year 1 of 6 - 23,679.20			
			1 July 2020 - 30 June 2021			
			Year 2 of 6 - \$24,507.97			
			Year 3 of 6 - \$25,365.75			
			Year 4 of 6 - \$26,253.55			
			Year 5 of 6 - \$27,172.42			
			Year 6 of 6 - \$28,123.46			

Total US\$23,679.20

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 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.