

Sacramento Public Library Authority

Agenda Item 8.0: Contract Renewal: Innovative Interfaces Inc. for SkyRiver Technology Solutions Cataloging Subscription Service

TO: Sacramento Public Library Authority Board

FROM: Nina Biddle, Library Materials Manager

RE: Contract Renewal: Innovative Interfaces Inc. for SkyRiver Technology Solutions

Cataloging Subscription Service

RECOMMENDED ACTION(S):

Adopt Resolution 13-44, approving the renewal of a service agreement with Innovative Interfaces Inc. for the SkyRiver Technology Solutions cataloging subscription service.

REASON FOR RECOMMENDATION

A cataloging subscription service provides bibliographic data that is essential to the delivery of library service. It enables Library staff to provide accurate descriptions, inventory and access to the entire materials and digital collection via the catalog.

In 2011, the Library investigated alternatives to the cataloging subscription service in effect at the time. SkyRiver was selected after it was determined that SkyRiver service would cost \$25,000 less annually than the service in place. In the past two years, SkyRiver has proven to be a high-quality, cost-effective and efficient service.

The Library has been offered an opportunity to enter into a long-term, five-year contract with SkyRiver. The benefit is cost efficiency.

FISCAL IMPACT

Support for SkyRiver is an essential operating expense and is included in the FY 2013-14 Budget. The fiscal impact is positive: By establishing a five-year agreement for this service, the Library saves \$38,500.00.

ATTACHMENT(S):

Resolution 13-44, approving the renewal of a service agreement with Innovative Interfaces Inc. for the SkyRiver Technology Solutions cataloging subscription service.



Sacramento Public Library Authority

RESOLUTION 13-44

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

September 26, 2013

A RESOLUTION APPROVING THE RENEWAL OF A SERVICE AGREEMENT WITH INNOVATIVE INTERFACES INC. FOR THE SKYRIVER TECHNOLOGY SOLUTIONS CATALOGING SUBSCRIPTION SERVICE

BE IT HEREBY RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

- 1. Approve a five-year contract with Innovative Interfaces Inc. for the SkyRiver Technology Solutions cataloging subscription service as outlined in the Subscription Agreement shown in Exhibit A.
- 2. Authorize the Library Director to sign all documents related to the contract within the approved terms.

	Phil Serna, Chair Angelique Ashby, Vice Chair
ATTESTED: Rivkah K. Sass, Secretary	
BY:	_
Linda J. Beymer, Assistant Secretary	

ATTACHMENT(S):

Exhibit A: Subscription Agreement with Innovative Interfaces Inc. for the SkyRiver Technology Solutions cataloging subscription service

SUBSCRIPTION AGREEMENT between SACRAMENTO PUBLIC LIBRARY and INNOVATIVE INTERFACES, INC.

The following attached documents shall serve as the order for a SkyRiver Subscription ("Subscription") from INNOVATIVE INTERFACES, INC. (hereinafter "Innovative Interfaces), and by SACRAMENTO PUBLIC LIBRARY, (hereinafter "The Library")

- SkyRiver Licensing Terms
- Schedule A: SkyRiver Quote and Payment Terms

The Subscription shall be operated under the terms set forth in the attached SkyRiver Licensing Terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

THE LIBRARY	INNOVATIVE INTERFACES, INC.		
Ву:	Ву:		
Name: Title:	Name: Title:		
Date:	Date:		

SKYRIVER LICENSING TERMS

The Library agrees that the Subscription provided to the Library by Innovative Interfaces, Inc. is owned and title is retained by Innovative Interfaces, Inc.

Each licensed Subscription product and service, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative Interfaces to the Library, are the exclusive property of Innovative Interfaces. Title and full ownership rights in all licensed Subscription products and services and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and Innovative Interfaces' intellectual property are reserved to and shall remain proprietary to Innovative Interfaces. The Library shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Subscription products and related materials.

Innovative Interfaces hereby grants to the Library a non-transferable, non-exclusive license to use the Subscription, for the Subscription period as set out in Schedule A. The Library shall have full right to use the Subscription as long as they are in compliance with the Licensing terms and not in default on the scheduled payment listed in this Agreement. The Library shall have no right to sub-license or assign its rights in respect of the Subscription or any part thereof.

Unless disclosure is required by law, he Library agrees to keep confidential all material and documentation relating to the Subscription and any modification thereto. The Library will not make available or distribute any program code or description associated with the SkyRiver Subscription in any form whatsoever to third parties, without the prior written approval of Innovative Interfaces.

Furthermore, both the Library and Innovative Interfaces agrees not to divulge or disclose to any third party any confidential information concerning the affairs of the other party which comes to the knowledge of such party as a result or in performance of this Agreement, unless such information becomes publicly available through no fault of Innovative Interfaces or the Library, or unless disclosure is required by law.

Neither Innovative Interfaces nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by fire, flood, act of God or by any cause which is unavoidable and beyond its reasonable control. In addition Innovative Interfaces is not liable for loss or damage suffered by the Library or any third party not caused by the employees, or agents of Innovative Interfaces.

NEITHER INNOVATIVE INTERFACES NOR THE LIBRARY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED.

If without the approval of Innovative Interfaces, the Library shall: exceed the Subscription specifications as set forth in this Agreement; or utilize the Subscription for a purpose which is unrelated to SkyRiver, then Innovative Interfaces shall be relieved from any responsibility for a breach of warranty and any other performance guarantees set forth in this Agreement, or if the Library does not cure such alleged misuse of the subscription within 7 days notice.

The Library will supply Innovative Interfaces with a tax exemption number or pay any and all State and Local taxes with respect to the acquisition by it of the Subscription or any part thereof.

SCHEDULE A SkyRiver Quote and Payment Terms

Price Quotation for the SACRAMENTO PUBLIC LIBRARY

SkyRiver Bibliographic Utility Cataloging Services:

Core services:

- o Unlimited SkyRiver cataloging client user license
- o Unlimited access to SkyRiver bibliographic database
- o Unlimited access to SkyRiver authority database
- o Unlimited access to SkyService helpdesk

Other Services:

0	SkySearch record requesting service	Included
0	SkyWatch new record notification service	Included

Annual subscription fee

\$38,500

Payment Schedule:

Year One	Year Two	Year Three	Year Four	Year Five
\$ 38,500	\$ 38,500	\$ 38,500	\$ 38,500	\$ 0.00

Year One subscription payment due at contract signing.

Subscription payments for Years 2-5 due annually prior to the subscription renewal date.

- Payments will be due 30 days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.
- Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- These amounts are excluding taxes. The Library will be responsible for all applicable taxes.
- This quotation is valid for 30 days.
- The term of this contract is 5 years. The Library must notify Innovative Interfaces in writing a minimum of 90 days in advance if for any reason the Library wishes to cancel this Agreement, and the Library agrees to pay Innovative Interfaces for any monies owing on the remaining a SkyRiver Subscription Agreement within 30 days of notification of contract cancellation.
- Future subscription costs shall be as quoted by Innovative.