Clarivate™

Order Form:

By signing this Order Form ("Order") you agree to order the Services and /or license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client effective as of the date of the last signature below.

Client:	**Everett Public Library**	
Authorization by Client:		**Authorization by:** Innovative Interfaces Incorporated
Signature:	*(signature)* Duly Authorized Signature	Signature: *Tim McGee*
Name:	Cassie Franklin	Name: Tim McGee, Timothy.McGee@Clarivate.com
Title:	Mayor	Title: VP, Sales Operations
Date Signed:	12/23/2025	Date Signed: November 11, 2025

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT
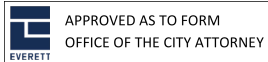
Approved – Marista Jorve
Office of the City Clerk
EVERETT

Q-00800637

Products (Annually Recurring):

Name	Description	Start Date	Contract Term (months)
Polaris SMS (Out and In)	Bundle - Polaris SMS (Out and In) Polaris SMS (Out and In)	Upon Implementation	36
Polaris IPA Outbound and Inbound	Bundle - Polaris IPA Outbound and Inbound Polaris IPA Outbound and Inbound	Upon Implementation	36
		Total Price for Year 1: 9,000.00 USD	

Services (One Time):

Name	Description	One Time Fee
Polaris SMS (Out and In) Implementation (Subs Service)	Polaris SMS (Out and In) Implementation Polaris SMS (Out and In) Implementation	3,000.00

Innovative Phone Alerts Implementation Polaris (Subs Service)	Innovative Phone Alerts Implementation Polaris Cloud-based outbound and inbound communication system that helps libraries to efficiently communicate key notices directly with their patrons	3,000.00
		Total Price: 6,000.00 USD

- Start Date for new product(s) being purchased will commence following implementation.
- Statement of Work is attached for Services Orders.
- Payment terms are Net 30. If applicable, fees will be co-termed to align your billing to the same term.

Renewal Term:

For annually recurring products it will auto renew for consecutive 12-month terms following the expiration of the overall contract term as set out above ("Initial Term") unless either party provides at least ninety (90) days' notice of non renewal before the end of the then current term. During the Initial Term, Innovative will have the right to increase rates for services being renewed by a maximum percentage equivalent to 3.5% over the previous year, and by a maximum percentage of 5% during the Renewal Term.

Product Terms:

GOVERNING LAW & JURISDICTION   State of Washington
GOVERNING TERMS: The products and services set forth herein are governed by the terms found at
https://clarivate.com/terms-of-business for:
- The Clarivate Terms;
- The Product/Service Terms for Innovative; and
- If applicable, the Innovative Subscription and Perpetual Software Subscriptions Operational Terms

For the avoidance of doubt, the Terms as expressly detailed in this Order Form will take precedence in the event of a conflict with the Governing Terms.

Additional Information:

The pricing offered by Clarivate herein expires 75 days from date of issue and based on the assumption that if accepted by Client, contracts will be executed within this 75 day period.

Taxes: Except to the extent that you are tax-exempt as to the tax in question, Client will pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the payments under this agreement, including but not limited to: Canadian Goods and Services Tax ("GST"), Canadian Harmonized Sales Tax ("HST"), Canadian Provincial Sales Tax ("PST") and/or other transaction tax (Collectively "Excise Tax"). When applicable, these tax amounts will be reflected on invoices to Client.

Legal Notice Information
Client Entity: Everett Public Library
Client Legal Address: 2702 Hoyt Ave Everett WA United States 98201-3556

Billing Information: **Please review your billing address to ensure its accuracy.**	**Shipping Information:** **Please confirm the shipping address is accurate.**

Everett Public Library 2702 Hoyt Ave Everett WA United States 98201-3556	**Everett Public Library** 2702 Hoyt Ave Everett WA United States 98201-3556
Electronic **Invoice** Recipient(s): itnotices@everettwa.gov	Electronic **Renewal** Recipient(s): itnotices@everettwa.gov
If your subscribing institution requires the use of Purchase Orders, please indicate below. **Purchase Order #: N/A** **Billing Information Notes**	**Tax Registration Number #** If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com
Invoices will be emailed to the bill to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: ☐	

Statement of Work

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 professional services:

Innovative will perform the installation and implementation of Polaris SMS Alerts functionality for Client.

Services to be performed include:

- o Project management for the installation and configuration of SMS, including project scheduling, project risk management and mitigation, liaison with Client, provisioning and coordination of Innovative resources, and ensuring tracking and timely completion of project tasks.
- o Product profiling and configuration, including consultation with Client on desired configuration points, and entry and verification of profile and configuration.
- o System engineering, including software installation, ensuring correct integration with the Polaris integrated library system software, upgrade and reconfiguration of any installed Polaris components upon which the SMS product depends, and technical liaison with the Client.
- o Testing of the SMS software, with the assistance of the Client, to ensure that it is functioning as designed.

C. Innovative Services Team

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

1. System Engineer: The System Engineer(s) shall work with the Client on software setup and configuration as well as installations, network connections, and infrastructure configuration.
2. Project Manager: The Project Manager is assigned to provide project management, resource management, risk mitigation and issue management. The Project Manager is the single point of contact throughout the implementation to coordinate work plans, schedules, and teams' work. The Project Manager will manage day-to-day operational aspects and ensure deliverables are met within a timely manner and according to the mutually agreed project plan.

D. Client Implementation Team

1. Librarian Lead – Works closely with Consultant to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.

2. Technical Lead - Will be responsible for assisting with Client responsibilities related to system level duties required by Client.

E. Implementation Assumptions

1. During and after implementation of SMS, the Client may identify software defects, or additional desired functional requirements. Client shall be responsible for working within Innovative's normal established support and enhancement request processes to report issues or provide input on additional desired functional requirements.
2. Client must provide the SMS configuration and profiling information. Client will use settings which are closest to what they currently have in place with their existing notification system. The Polaris SMS configuration and profiling information can be summarized as:

   i. Confirmation of which notices the library will export for SMS.

   ii. Complete text for each SMS message that will be used. Up to 100 individual branch Hold Pickup messages may be configured within the scope of this SOW. Any branches added after completion of Services will be subject to a new SOW. Changes to messages after configuration may incur additional charges. For example, "You may pick up %%count%% book(s) at %%branch%% until %%date%%."

   iii. Client must allow outbound FTP (for transmission of the notice files) and inbound PAPI connections (for posting notices to the database).

   iv. Any additional information necessary to complete installation and implementation.

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 Order Form 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.

Statement of Work

Client: Everett Public Library
Quote ID: Q-00800637

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 professional services:

Innovative will perform the installation and implementation of Innovative's Phone Alerts product (IPA) with "inbound + outbound" functionality for Client.

Services to be performed include:

- Project management for the installation and configuration of IPA, including project scheduling, project risk management and mitigation, liaison with Client, provisioning and coordination of Innovative resources, and ensuring tracking and timely completion of project tasks.
- Product profiling and configuration, including consultation with Client on desired configuration points, and entry and verification of profile and configuration.
- System engineering, including software installation, ensuring correct integration with the Polaris integrated library system software, upgrade and reconfiguration of any installed Polaris components upon which the IPA product depends, and technical liaison with the Client.
- Testing of the IPA software, with the assistance of the Client, to ensure that it is functioning as designed

C. Innovative Services Team

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

1. System Engineer: The System Engineer(s) shall work with the Client on software setup and configuration as well as installations, network connections, and infrastructure configuration.
2. Project Manager: The Project Manager is assigned to provide project management, resource management, risk mitigation and issue management. The Project Manager is the single point of contact throughout the implementation to coordinate work plans, schedules, and teams' work. The Project Manager will manage day-to-day operational aspects and ensure deliverables are met within a timely manner and according to the mutually agreed project plan.

D. Client Implementation Team

1. Librarian Lead – Works closely with Consultant to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.

2. Technical Lead - Will be responsible for assisting with Client responsibilities related to system level duties required by Client.

E. Implementation Assumptions

1. During and after implementation of IPA, the Client may identify software defects, or additional desired functional requirements. Client shall be responsible for working within Innovative's normal established support and enhancement request processes to report issues or provide input on additional desired functional requirements.

2. Client must provide the IPA configuration and profiling information. Client will use settings which are closest to what they currently have in place with their existing notification system. The Innovative IPA outbound configuration and profiling information can be summarized as:

      i. Which voice should be used for each IPA message: male or female voice?

      ii. What caller ID number should be used for phone calls? This must be an actual phone number that the Client has, but it does not need to be connected to a phone line. It is recommended that Client selects one of the available phone numbers that will be offered for their area code rather than porting over any existing notification process phone number because of the time it will take to port the number and the downtime this will cause for phone notices. The Client cannot use the phone number while porting is in progress.

      iii. What caller ID name should be used for phone calls? This name will display along with the phone number when calling the patron (e.g., Innovative PL - 555-555-5555). Note: there is a 15 character limit including spaces for the Caller ID name.

      iv. Complete text for each IPA message that will be used. Up to 100 individual branch Hold Pickup messages may be configured within the scope of this SOW. Any branches added after completion of Services will be subject to a new SOW. Changes to messages after configuration may incur additional charges. For example, "Hello, this is your local library calling. Our records indicate that you have the item, %%title%% being held for you. This item can be picked up at the %%branch%% location, until %%date%%. Thank you, goodbye."

      v. Client must allow outbound FTP (for transmission of the notice files) and inbound PAPI connections (for posting notices to the database).

      vi. Any additional information necessary to complete installation and implementation.

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 Order Form 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.

ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)

Vendor:	Innovative Interfaces Incorporated ("Clarivate")
Agreement:	Attached Order Form Q-00800637, dated November 11, 2025

The City of Everett and the above Vendor are parties to the above Agreement. <u>Regardless of anything to the contrary in the Agreement,</u> Vendor agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the City Clerk to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.

2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.

3. The Agreement does not require the City to have any City employee sign any agreement.

4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or pricing for the City) are never confidential and may at any time be posted to the City's public website.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, any of which is fully effective.

VENDOR:

Tim McGee

By: _____

Printed Name: Tim McGee

Title: VP, Sales Operations

Email Address of Signer: Timothy.McGee@Clarivate.com

6.20.23

Polaris SMS and Phone Notices_20251212_sd

Final Audit Report   2025-12-23

Created:	2025-12-19
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADHmvk-w9kq1q1vMxo0yst-92XLv_BE_C

"Polaris SMS and Phone Notices_20251212_sd" History

📄 Document created by Marista Jorve (mjorve@everettwa.gov)
2025-12-19 - 10:18:03 PM GMT

✉️ Document emailed to Kevin Walser (kwalser@everettwa.gov) for approval
2025-12-19 - 10:19:25 PM GMT

✅ Document approved by Kevin Walser (kwalser@everettwa.gov)
Approval Date: 2025-12-19 - 11:01:53 PM GMT - Time Source: server

✉️ Document emailed to timothy.mcgee@clarivate.com for signature
2025-12-19 - 11:01:56 PM GMT

📄 Email viewed by timothy.mcgee@clarivate.com
2025-12-19 - 11:08:00 PM GMT

✅ Signer timothy.mcgee@clarivate.com entered name at signing as Tim McGee
2025-12-20 - 7:04:45 PM GMT

✅ Document e-signed by Tim McGee (timothy.mcgee@clarivate.com)
Signature Date: 2025-12-20 - 7:04:47 PM GMT - Time Source: server

✉️ Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2025-12-20 - 7:04:49 PM GMT

📄 Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2025-12-21 - 3:32:49 PM GMT

✅ Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2025-12-21 - 3:33:08 PM GMT - Time Source: server

✉️ Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2025-12-21 - 3:33:11 PM GMT

Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2025-12-23 - 3:38:47 PM GMT

Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2025-12-23 - 3:38:54 PM GMT - Time Source: server

Document approval automatically delegated to Marisa Nishimura (mnishimura@everettwa.gov) by Marista Jorve (mjorve@everettwa.gov)
2025-12-23 - 3:38:56 PM GMT

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Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval
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Email viewed by Marisa Nishimura (mnishimura@everettwa.gov)
2025-12-23 - 3:40:41 PM GMT

Document approved by Marisa Nishimura (mnishimura@everettwa.gov)
Approval Date: 2025-12-23 - 3:41:30 PM GMT - Time Source: server

Agreement completed.
2025-12-23 - 3:41:30 PM GMT