

**INTEGRATION AGREEMENT  
FOR  
RESIDENT CONNECTION PLATFORM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO. 6100012503**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation ("City") acting by and through its Director of Finance or said Director's designee ("Director"), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Prime Government Solutions ("PrimeGov"), Rock Solid Technology, Inc. ("Rock Solid"), and Cityzen Solutions, Inc., DBA PublicInput.com, ("PublicInput") (PrimeGov, Rock Solid and PublicInput are hereinafter collectively referred to as "Contractors"). City and Contractors may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City's RFCSP No. 6100012503, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Contractors' Statement of Work (SOW) (Exhibit B);
- d. Contractors' Proposal in response to RFCSP No. 6100012503 (Exhibit C);
- e. PrimeGov Terms and Conditions for Subscription, Deployment and Ad Hoc Professional Services (Exhibit D);
- f. Rock Solid Terms and Conditions for Subscription, Deployment and Ad Hoc Professional Services (Exhibit E); and
- g. PublicInput Terms and Conditions for Subscription and Deployment (Exhibit F).

**2.0 TERM**

- 2.1 Initial Contract Term (Years 1-3). This Agreement shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter whichever is later. This Agreement shall terminate at the end of a three (3) year period, unless sooner terminated in accordance with the provisions of this contract.
- 2.2 Renewals (Years 4-5). At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.3 Temporary Short Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the Initial Contract Term or any Renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, subject to and contingent upon appropriation of funding therefor.

### 3.0 COMPENSATION TO CONTRACTORS

- 3.1 License and Service Fees. City agrees to pay Contractors in accordance with RFCSP Attachment B – Pricing Schedule. **PrimeGov shall submit invoices** to City upon completion of each service, or annually for license fees, in the format specified in RFCSP Section 014 – General Terms & Conditions, which **City shall pay PrimeGov** within 30 days of receipt and approval by Director.
- 3.2 Additional Functionalities, Enhancements and Professional Services. For additional functionalities, enhancements and professional services not included in the scope of this Agreement, City may directly engage the respective Contractor (PrimeGov, Rock Solid or PublicInput) using the terms and conditions of this Agreement and such work will be completed on a time and materials basis. Should City request such services, Contractor will provide a deliverables-based SOW with a stated maximum cost. Contractor shall submit invoices to City upon satisfactory completion of Acceptance Testing for the applicable additional functionality or enhancement, or upon satisfactory completion of the professional services, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director.
- 3.3 Upon termination or expiration of this Agreement, City may, in its sole discretion, directly contract with the respective Contractor (PrimeGov, Rock Solid or PublicInput) using these agreed upon terms and conditions for additional license renewals and services. This section 3.3 shall survive the termination or expiration of this Agreement.

### 4.0 INSURANCE

- 4.1 PublicInput represents and warrants that PublicInput is a developer and provider of Software-as-a-Service (“SaaS”) and, as such, does not utilize automobiles, personal or company-owned, while conducting its business. In addition, because the PublicInput SaaS product is hosted via cloud-based servers and implemented remotely, PublicInput does not maintain automobile insurance coverage.
- 4.2 RFCSP Section 013, Supplemental Terms & Conditions, is hereby revised to incorporate for all purposes PublicInput’s Contractor Memo dated July 1, 2020, as an affidavit of no car use in lieu of Business Automobile Liability insurance.

### 5.0 GENERAL TERMS & CONDITIONS

- 5.1 Failure to Deliver. RFCSP Section 014, Delivery of Goods/Services, Failure to Deliver, is deleted in its entirety.
- 5.2 Testing. RFCSP Section 014, Testing, is deleted in its entirety.

### 6.0 TERMINATION

- 6.1 Termination-Breach. Should either Party fail to fulfill in a timely and proper manner its

material obligations under this contract, or violate any of the material terms of this contract, the non-breaching party shall have the right to terminate the contract with 30 days of notice unless Parties are working in good faith to cure the breach. Notice of termination shall be provided in writing, effective upon the date set forth in the notice. If Contractors fail to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Contractors of any liability to the City for damages sustained by virtue of any breach by Contractors.

- 6.2 Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Contractors notice **thirty (30)** days prior to the date of termination of the contract without cause. Under such termination, all fees owed for services or deliverables received and approved by City before the effective date of termination shall be considered earned.
- 6.3 Termination-Funding. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement, in whole or in part, at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.
- 6.4 Termination by City may be effected by Director, without further action by the San Antonio City Council.

#### 7.0 NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
ITSD  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Contractors, to:

Prime Government Solutions  
4250 Drinkwater Boulevard, Suite 301  
Scottsdale, Arizona 85251

With copy to:

City of San Antonio  
Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### 8.0 ENTIRE AGREEMENT

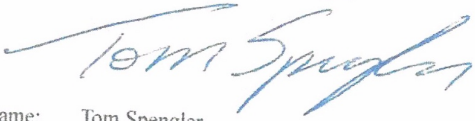
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

[The remainder of this page is intentionally left blank.]  
**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

PRIME GOVERNMENT SOLUTIONS

\_\_\_\_\_  
Name: Norbert Dziuk

  
Name: Tom Spengler

Title: Assistant Finance Director

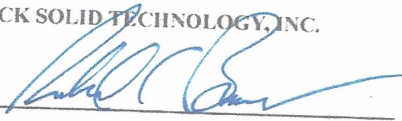
Title: Executive Chairman

Date: \_\_\_\_\_

Date: 1-26-2021

ROCK SOLID TECHNOLOGY, INC.

Approved as to Form: \_\_\_\_\_

  
Name: Rick Brown

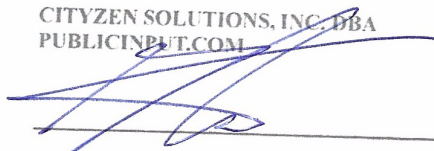
Assistant City Attorney

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: 1-27-2021

CITYZEN SOLUTIONS, INC. DBA  
PUBLICINPLT.COM

  
Name: Graham Stone

Title: Vice President

Date: \_\_\_\_\_

Date: 1-27-2021