

**INTEGRATION AGREEMENT
FOR
PARKS AND RECREATION DEPARTMENT
SUMMER FOOD SERVICE PROGRAM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100011689**

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, and **Selrico Services, Inc.** (“Vendor”) acting by and through its President, both of which 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. 6100011689, including all exhibits, attachments and addendums thereto (Exhibit A); and
- c. Vendor’s Proposal in response to RFCSP No. 6100011689 (Exhibit B).

2.0 TERM

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or APRIL 1, 2020, whichever is later. This contract shall terminate on MARCH 31, 2021.
- 2.2 Renewals. At City’s option, this contract may be renewed under the same terms and conditions for four (4) 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 original 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, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.4 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 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.

3.0 SCOPE OF SERVICES

- 3.1 Vendor shall provide all services as set forth in City's RFCSP and Vendor's Proposal each attached hereto as Exhibit "A" and Exhibit "B" respectively and each incorporated by reference herein. Vendor understands and agrees that Exhibits "A" and "B" are a part of this Agreement, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by Vendor as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by this Agreement.
- 3.2 All services performed by Vendor hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any services performed by Vendor, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with the termination provisions in RFCSP Section 006, General Terms and Conditions, in whole or in part, should Vendor's services not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory services, as stated herein, even should City elect not to terminate. City shall notify Vendor in writing of any decision to withhold payment.

4.0 COMPENSATION

- 4.1 City shall pay Vendor at the following Discount Rate, as listed in RFSCP Attachment K, Price Schedule, for meals/snacks requested by City. Payment to Vendor must be based on the actual number of meals/snacks provided by Vendor.

Item 1. Discount Rate for Lunch and Snack

11% Discount Off of Federal Reimbursement Rate per year for lunch and snack.

- 4.2 The Discount Rate is a discount from the actual reimbursement rate established by the USDA and the TDA/FND for the calendar year in which the meal/snack is served. The federal reimbursement rate is subject to change each year.

5.0 DISCLOSURE REQUIREMENTS FOR CERTAIN GOVERNMENT CONTRACTS (S.B. 943)

- 5.1 Effective January 1, 2020, for contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting

contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 5.2 Vendor warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

6.0 ENTIRE AGREEMENT

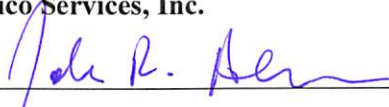
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind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

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

City of San Antonio

Selrico Services, Inc.

Name: _____
Title: _____
Date: _____



Name: John R. Aleman
Title: President
Date: 02/07/2020

Approved as to Form:

Assistant City Attorney