

**INTEGRATION AGREEMENT
FOR
WEBSITE FOR HEAD START & EARLY HEAD START
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100010356**

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 **esd Limited dba esd & associates** (“Vendor”) acting by and through its Chief Operations Officer, 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. 6100010356, including all exhibits and attachments thereto (Exhibit A);
- c. Vendor’s Response to RFCSP No. 6100010356 (Exhibit B);
- d. Vendor’s Price Schedule (Exhibit C); and
- e. Statement of Work (Exhibit D).

2.0 TERM

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or February 1, 2020, whichever is later. This contract shall terminate on January 31, 2023.
- 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 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 Vendor’s Proposal and Statement of Work each attached hereto as Exhibit “B” and Exhibit “D” respectively and each incorporated by reference herein. Vendor understands and agrees that Exhibits “B” and “D” 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 work 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 work 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 014, General Terms and Conditions, in whole or in part, should Vendor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. City shall notify Vendor in writing of any decision to withhold payment.

4.0 RATES FOR SERVICES

- 4.1 Hourly Rates. City shall pay Vendor at the hourly rates listed in Exhibit B, Price Schedule, for services requested by City. Should City request services, Vendor will provide a deliverables-based statement of work with a stated maximum cost, based upon the hourly rate and the projected number of hours it will take to complete the work, quoted as a "not to exceed" fee. Payment to Vendor must be based on the actual number of hours of service provided by Vendor.
- 4.2 Rates for services, including the annual maintenance and support fee of \$2,448, shall remain fixed for the Original Contract Term and any Renewals.

5.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 5.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 5.2 This section only applies to a contract that:
- (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- 5.3 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 5.4 "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

5.5 By executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may 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

esd Limited dba esd & associates



Name: _____

Name: Christine Kleha

Title: _____

Title: Chief Operations Officer

Date: _____

Date: 09/24/2019

Approved as to Form:

Assistant City Attorney