

**AGREEMENT BETWEEN**  
**THE CITY OF SAN ANTONIO**  
**AND**  
**RISE CIVIC CONSULTING**  
**FOR A HOUSING BASE WEB PORTAL**

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

This Software as a Service Agreement (this “**Agreement**”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“**City**”), and Rise Civic Consulting, LLC, a Texas Limited Liability Company (“**Rise Civic**”), 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.

**I. TERM**

- 1.1 This Agreement begins upon the effective date of the ordinance awarding the contract or date specified in the award letter, whichever is later (“**Effective Date**”), and ends upon completion of all services described herein or on August 1, 2021, whichever is sooner (the “**Term**”), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2 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 Section 1.1 above is subject to and contingent upon subsequent appropriation.
- 1.3 Temporary Short-Term Extensions. City shall have the right to extend this Agreement under the same terms and conditions beyond the original Term, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by City’s Neighborhood and Housing Services Department Director and Information Technology Services Department Director or their respective designees (“**Directors**”) and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

## II. CONTRACT DOCUMENTS

- 2.1 The term “**Contract Documents**” means the documents, which contain the agreements of the Parties with respect to this transaction. The Contract Documents shall consist of this Agreement, the Housing Base – San Antonio Scope of Work (**Attachment A**), the Price and Payment Schedule (**Attachment B**), the Subscription Agreement (**Attachment C**), and the City of San Antonio Data Security Policy (**Attachment D**), all of which are attached hereto and are incorporated into this Agreement by this reference.
- 2.2 Order of Precedence. In the event of any conflict or inconsistency among the Contract Documents, said conflict or inconsistency shall be resolved by giving precedence to the documents in the following order:
- (a) This Agreement;
  - (b) The Housing Base – San Antonio Scope of Work (**Attachment A**);
  - (c) The Price and Payment Schedule (**Attachment B**);
  - (d) The Subscription Agreement (**Attachment C**); and
  - (e) The City of San Antonio Data Security Policy (**Attachment D**).

## III. SCOPE OF SERVICES

- 3.1 Rise Civic agrees to provide the services described in the Scope of Work, attached hereto and incorporated herein for all purposes as **Attachment A**.
- 3.2 The Housing Base San Antonio Web Portal (the “Web Portal”) shall conform to the specifications of Attachment A and to the satisfaction of Directors. Work performed in accordance with Attachment A as determined solely by Directors will be considered work performed to the satisfaction of Director. City shall be under no obligation to pay for any work performed by Rise Civic, which is not within the scope of the agreed upon Scope of Work. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should the Web Portal not be satisfactory to Directors; 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 Rise Civic in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

## IV. COMPENSATION TO RISE CIVIC

- 4.1 In consideration of Rise Civic’s performance according the requirements set forth herein as determined solely by Directors, City agrees to pay Rise Civic an amount not to exceed



\$195,100.00 as total compensation, to be paid to Rise Civic in accordance with the Price and Payment Schedule, attached hereto and incorporated herein for all purposes as **Attachment B**. Rise Civic may submit an invoice for the corresponding amount upon City's acceptance of each of the following Major Contract Components:

- Completion of Data Collection (\$45,000.00)
  - Completion of Data Structure (\$28,000.00)
  - Completion of "Soft" Launch of MVP (\$122,100.00)
- 4.2 Acceptance of the foregoing Major Contract Components requires written approval by City. The approving official shall be Directors. Payment will be made to Rise Civic following written approval by Directors and issuance of invoice, in each case accordance with the Price and Payment Schedule. City shall not be obligated or liable under this Agreement to any party, other than Rise Civic, for the payment of any monies or the provision of any goods or services.
- 4.3 Rise Civic shall submit invoices to City, in a form acceptable to City, which City shall pay within thirty (30) days of receipt and approval by Directors. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Information Technology Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966.
- 4.4 No additional fees or expenses of Rise Civic shall be charged by Rise Civic nor be payable by City. The parties hereby agree that all compensable expenses of Rise Civic have been provided for in the total payment to Rise Civic as specified in Section 4.1 above. Total payments to Rise Civic cannot exceed that amount set forth in Section 4.1 above unless authorized by a Change Order in accordance with Article 15 of this Agreement.

## **V. OWNERSHIP, LICENSE OPTION, AND INTELLECTUAL PROPERTY**

- 5.1 City acknowledges and agrees that Rise Civic shall own retain all rights, title, and interest (including intellectual property rights) in and to the Web Portal developed hereunder. Except as necessary to perform its evaluation and acceptance activities hereunder, City may not use the Web Portal in any manner. unless the separate written agreement for the provision thereof as outlined in the Subscription Agreement, attached hereto and incorporated herein for all purposes as **Attachment C**, is entered into by the Parties. This Agreement is made in reliance on City's option to enter into the Subscription Agreement.
- 5.2 City may not copy, decompile, reverse-engineer, or disassemble; attempt to derive the source code or underlying structure, ideas, or algorithms; or modify or create derivative works of the Web Portal, or any part thereof.
- 5.3 In the event Rise Civic ceases operations or is no longer able to support City's Housing

Base Application and this Agreement is not inherited by, assigned to, or transferred to a succeeding entity, Rise Civic will remit to City the source code and source control files to ensure that the code base is properly documented and sustainable for continued use and/or development.

- 5.4 All data collected pursuant to this Agreement shall belong solely to City. Nothing herein shall be construed to grant any right or license to Rise Civic in or to any material provided to Rise Civic hereunder by City or City residents, including but not limited to any user or resident data, other than the right to use such material solely on behalf of City in accordance with the terms hereof. All of the foregoing materials, including but not limited to any and all copyrights, trademarks, service marks, and trade names related thereto, are and shall remain the property of City. City shall own all right, title, and interest in and to City's data, as well as any data that is provided to City as part of the services provided hereunder. Upon the expiration or termination of this Agreement, Rise Civic shall discontinue all further use of City's data in accordance with and as further described in Section 7.6 of this Agreement.
- 5.5 Rise Civic agrees to abide by the following regarding intellectual property rights:
- 5.5.1 Rise Civic shall pay all royalties and licensing fees applicable to its performance hereunder. Rise Civic shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for any infringement claim of any Intellectual Property rights of a third party. Further, if Rise Civic has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.
- 5.5.2 Upon receipt of notification that a third party claims that the program(s), hardware, or both the program(s) and the hardware, or any other intellectual property, infringe upon any United States or International patent, copyright or trademark, Rise Civic will immediately:
- Obtain, at Rise Civic's sole expense, the necessary license(s) or rights that would allow City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or
  - Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated.
- 5.5.3 Rise Civic further agrees to:
- Assume the defense of any claim, suit, or proceeding brought against City for infringement of any United States patent, copyright, trademark or any other



intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

- Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Rise Civic is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Rise Civic agrees to consult with City Attorney of City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of City,
- The software or the equipment is used by City in the form, state, or condition as delivered by Rise Civic,
- The liability claimed shall not have arisen out of City's negligent act or omission, and
- City promptly provide Rise Civic with written notice within 15 days following the formal assertion of any claim with respect to which City asserts that Rise Civic assumes responsibility under this Section.

5.6 Undisclosed Features. Rise Civic warrants that the code and software provided to the City of San Antonio under this Agreement does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code, or software. Specifically, but without limiting the previous representation, Rise Civic warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Rise Civic specifically disclaims any unilateral self-help remedies.

## VI. RECORDS RETENTION

6.1 Rise Civic and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "**documents**"), and shall make such materials available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.



- 6.2 Rise Civic shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as “**retention period**”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Rise Civic shall retain the records until the resolution of such litigation or other such questions. Rise Civic acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Rise Civic to return the documents to City at Rise Civic’s expense prior to or at the conclusion of the retention period. In such event, Rise Civic may retain a copy of the documents at its sole cost and expense.
- 6.3 Rise Civic shall notify City, immediately, in the event Rise Civic receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Rise Civic understands and agrees that City will process and handle all such requests.

## **VII. TERMINATION**

- 7.1 For purposes of this Agreement, “**termination**” of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days’ written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or
- 7.3.2 Any material breach of the terms of this Agreement that is not cured in accordance with Section 7.4.
- 7.4 Defaults With Opportunity for Cure. Should Rise Civic default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Rise Civic shall have thirty (30) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Rise Civic fails to cure the default within such thirty (30) day cure period, City shall have the right, without

further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Rise Civic's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Failure to comply with the terms and conditions stated in Article IX. Non-Discrimination;

7.4.2 Failing to perform or failing to comply with any covenant herein required; or

7.4.3 Performing unsatisfactorily.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Immediately upon termination of this Agreement, regardless of the manner in which it is terminated, Rise Civic shall discontinue all further use of City's data and, if so requested by City, return to City or destroy and erase, at City's sole option as evidenced in writing and at no additional cost to City, all City data, including but not limited to, collected data and completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Rise Civic, or provided to Rise Civic, hereunder, regardless of storage medium. Upon City's request, Rise Civic shall promptly certify that such action has been taken. Any data transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Rise Civic's sole cost and expense. If City does not request Rise Civic to return to City or destroy and erase all City data, such data shall be retained by Rise Civic in accordance with Article VI. Records Retention.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Rise Civic shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Rise Civic to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Rise Civic of any and all right or claims to collect moneys that Rise Civic may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Rise Civic shall cease all operations of work being performed by Rise Civic or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies,



nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Rise Civic for any default hereunder or other action.

## VIII. NOTICE

- 8.1 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 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  
Attn: Neighborhood and Housing  
Services Department  
P.O. Box 839966  
San Antonio, TX 78283 -9966

If intended for Rise Civic, to:

Rise Civic Consulting, LLC  
Attn: Meghan Garza & Juan Cano  
110 E. Houston St. 7<sup>th</sup>  
San Antonio, TX 78205

And to:

City of San Antonio  
Attn: Information Technology  
Services Department  
P.O. Box 839966  
San Antonio, TX 78283-9966

- 8.2 Change of Address. Notice of change of address by any party must be made in writing and mailed to the other Parties within 15 business days of such change. All invoices, notices, requests, or consents under this Agreement shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the invoice, notice, request, or consent shall be considered received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Agreement, a written waiver thereof, signed by the party entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## IX. NON-DISCRIMINATION

- 9.1 City Nondiscrimination Policy. As a party to this contract, Rise Civic understands and



agrees to comply with the Non-Discrimination Policy of City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

- 9.2 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, Rise Civic represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Rise Civic shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Rise Civic's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Rise Civic shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

## **X. INSURANCE**

- 10.1 Prior to the commencement of any work under this Agreement, Rise Civic shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio Office of Innovation, which shall be clearly labeled "Rise Civic Consulting for a Housing Base Web Portal" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City of San Antonio's Office of Innovation. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- 10.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- 10.3 Rise Civic's financial integrity is of interest to City; therefore, subject to Rise Civic's right to maintain reasonable deductibles in such amounts as are approved by City, Rise Civic shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Rise Civic's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability –[Technology Errors and Omissions] (Claims-made basis)  To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

- 10.4 Rise Civic agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Rise Civic herein, and provide a certificate of insurance and endorsement that names Rise Civic and City as additional insureds. Rise Civic shall provide City with said certificate and



endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.

- 10.5 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Rise Civic shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Rise Civic shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Neighborhood and Housing Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- 10.6 Rise Civic agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies.
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy.
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City.
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.
- 10.7 Within 5 calendar days of a suspension, cancellation or non-renewal of coverage, Rise Civic shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Rise Civic's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.



- 10.8 In addition to any other remedies City may have upon Rise Civic's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Rise Civic to stop work hereunder, and/or withhold any payment(s) which become due to Rise Civic hereunder until Rise Civic demonstrates compliance with the requirements hereof.
- 10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Rise Civic may be held responsible for payments of damages to persons or property resulting from Rise Civic's or its subcontractors' performance of the work covered under this Agreement.
- 10.10 It is agreed that Rise Civic's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 10.12 Rise Civic and any subcontractors are responsible for all damage to their own equipment and/or property.

#### **XI. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 11.1 **RISE CIVIC covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to RISE CIVIC'S activities under this Agreement, including any acts or omissions of RISE CIVIC, any agent, officer, director, representative, employee, consultant or subcontractor of RISE CIVIC, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RISE CIVIC AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RISE CIVIC shall advise CITY in writing within twenty-four (24) hours of any claim or demand against CITY or RISE CIVIC known to RISE CIVIC related to or arising out of RISE CIVIC's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RISE CIVIC's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RISE CIVIC of any of its obligations under this paragraph.
- 11.3 Defense Counsel. City shall have the right to approve defense counsel to be retained by RISE CIVIC in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. RISE CIVIC shall retain City approved defense counsel within seven (10) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If RISE CIVIC fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and RISE CIVIC shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 11.4 Employee Litigation. In any and all claims against any party indemnified hereunder by any employee of RISE CIVIC, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RISE CIVIC or any subcontractor under worker's compensation or other employee benefit acts.
- 11.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. EXCEPT FOR LIABILITIES RESULTING FROM ITS INDEMNIFICATIONS OBLIGATIONS HEREUNDER (THE "EXCEPTION"), IN NO EVENT SHALL RISE CIVIC'S LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) IN THE AGGREGATE EXCEED THE FEES RECEIVED BY RISE CIVIC HEREUNDER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE ALLOCATIONS OF LIABILITY IN THIS SECTION REPRESENT THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND VOLUNTARY ALLOCATION BETWEEN THEM OF THE RISK ASSOCIATED WITH THE SERVICES AND, BUT FOR THIS PROVISION, RISE CIVIC WOULD NOT HAVE MADE THE SERVICE AVAILABLE HEREUNDER. RISE CIVIC'S COMPENSATION REFLECTS SUCH ALLOCATIONS, AND THE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY CONTAINED HEREIN. NOTWITHSTANDING THE



FOREGOING, THE LIABILITIES LIMITED HEREIN SHALL NOT INCLUDE LIABILITY (I) UNDER THE INDEMNITY PROVIDED IN ARTICLE V AND ARTICLE XI; (II) FOR PERSONAL INJURY, PROPERTY, OR EQUIPMENT DAMAGE DIRECTLY CAUSED BY THE WILLFUL, UNLAWFUL, OR NEGLIGENT ACT OR OMISSION OF RISE CIVIC, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES; OR (III) FOR FRAUD OR WILLFUL MISCONDUCT.

## **XII. ASSIGNMENT AND SUBCONTRACTING**

- 12.1 Rise Civic shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Rise Civic. Rise Civic, its employees or its subcontractors shall perform all necessary work.
- 12.2 Except as to an entity that succeeds to all or substantially all the business or assets of Rise Civic, Rise Civic may not assign, transfer, or subcontract the performance of its services, or any of its rights and obligations hereunder, without City's prior written approval. Any work or services approved for assigning, transferring, or subcontracting hereunder shall be by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Rise Civic shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor, assignee, transferee, or subcontractor.
- 12.3 Any attempt to transfer, pledge, or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Rise Civic assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title, or interest in this Agreement in violation of this Article 12, City may, at its option, cancel this Agreement and all rights, titles and interest of Rise Civic shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Rise Civic shall in no event release Rise Civic from any obligation under the terms of this Agreement, nor shall it relieve or release Rise Civic from the payment of any damages to City, which City sustains as a result of such violation.

## **XIII. INDEPENDENT CONTRACTOR**

Rise Civic covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Rise Civic shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of "respondeat superior" shall not apply as between City and Rise Civic, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Rise Civic. The parties hereto understand and agree that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Rise Civic under

this Agreement and that Rise Civic has no authority to bind City.

#### **XIV. CONFLICT OF INTEREST**

14.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a prohibited “financial interest” in a contract with City or in the sale to City of land, materials, supplies, or service if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or (ii) 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

14.2 Pursuant to the Section 14.1 above, Rise Civic warrants and certifies, and this Agreement is made in reliance thereon, that none of the above listed individuals or entities is a party to this Agreement. Rise Civic further warrants and certifies that it has tendered to City a Contracts Disclosure Statement in compliance with City’s Ethics Code.

#### **XV. CHANGE ORDERS**

15.1 In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

15.1.1 Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

15.1.2 Any other change will require approval of the City Council, City of San Antonio.

15.1.3 Changes that do not involve an increase in contract price may be made by Directors.

15.1.4 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

#### **XVI. SEVERABILITY**



If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **XVII. LICENSES/CERTIFICATIONS**

Rise Civic warrants and certifies that Rise Civic and any other person designated to provide services hereunder has the requisite training, license, and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### **XVIII. COMPLIANCE**

Rise Civic shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

#### **XIX. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XV. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### **XX. LAW APPLICABLE & LEGAL FEES**

20.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

- 20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 20.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

## **XXI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 21.1 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.
- 21.2 **"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.
- 21.3 **"Company"** means a for-profit sole proprietorship, 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.
- 21.4 By submitting an offer to or 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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XXII. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Rise Civic hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Rise Civic's certification. If found to be false, or if Rise Civic is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

## **XXIII. LEGAL AUTHORITY**



The signer of this Agreement for Rise Civic represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Rise Civic and to bind Rise Civic to all of the terms, conditions, provisions and obligations herein contained.

#### **XXIV. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

#### **XXV. CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

#### **XXVI. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

*[Signature on Next Page]*

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN  
ANTONIO**

**RISE CIVIC CONSULTING, LLC**

\_\_\_\_\_  
(Signature)

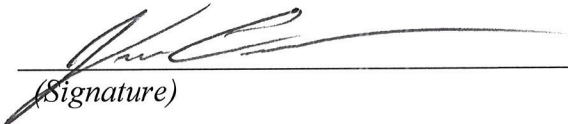
Printed Name:

Title: \_\_\_\_\_

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

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

  
(Signature)

Printed

**Juan Cano**

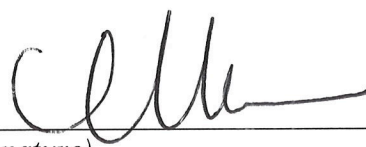
Name:

Title: \_\_\_\_\_

**Managing Partner**

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

**9/21/2020**

  
(Signature)

Printed

**Meghan Garza**

Name:

Title: \_\_\_\_\_

**Managing Partner**

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

**9/21/2020**



## **Attachment A**

### **Housing Base – San Antonio Scope of Work**

#### **Project Description:**

The purpose of this project is to implement an integrated information strategy that will ensure technology is at the service of the City of San Antonio and the Neighborhood and Housing Services Department. Housing Base - San Antonio will be a web-based portal that residents, social workers and City staff can access to locate affordable housing inventory. In its initial phase, the portal will allow for the differentiation of user persona (resident, social worker, city staff). Each user will set up a profile and answer a questionnaire that will be used to filter housing inventory that is relevant to the user. Social workers will have the ability to conduct multiple searches to determine the best of several affordable housing options for their clients. The search tool will use available data sets provided by the City; currently unavailable data will be augmented with sample data. Rise Civic will work with the City and outside partners to obtain additional and relevant data sets to layer and allow for more significant and impactful results. It will be critical for Client and key stakeholder groups to establish a sound information strategy to support the City's long-term information management needs.

#### **Contract 1: Data Collection and MVP Build Out**

##### **1. Data Collection**

Rise Civic Consulting has agreed in partnership with the Neighborhood and Housing Services Department (NHSD) as well as with Information Technology Services Department (ITSD) to enter into an agreement to seek relevant data specific to launching the Housing Base web application for the City of San Antonio. The data will be limited to the collection of relevant data elements for a complete inventory of city funded and/or tax credit incentivized multi-family affordable housing in San Antonio, TX.

##### **Data Elements:**

- a. Data Parameters: only data elements relevant to the Housing Base tool will be collected and maintained within the created database.
- b. Customer Data: Housing Base, according to the current design of MVP as well as the current agreed upon future releases, will not be collecting any data that requires CJIS, HIPAA, or PII compliance within the system.

##### **Milestones:**

- a. Review of the Client provided data to include csv file provided by NHSD as well as data from ITSD, not yet provided.

- b. Identification of necessary data elements that are missing from the current available data.
- c. Collection of the missing data identified as necessary solely for the function of launching Housing Base - San Antonio.
- d. Design review to ensure all elements have been correctly collected.

## **2. Database and API Creation**

Rise Civic will create a central database to house all the inventory and user data for the tool. The database will contain all information required to operate the tool, including housing inventory and attributes, user profiles, user attributes, and user search history. Data in the database will be accessed by Housing Base via an API hosted along with the database itself. All end user access to the data will be through Housing Base.

### **Milestones:**

- a. Database hosting arrangement.
  - i. The database hosting requires two components, a database server and a web server with secure access to the database server. The provider of the database and web servers will be required to:
    - 1. Maintain SSL certificates, domain names, and DNS configuration.
    - 2. Maintain secure access to the database from the web server.
    - 3. Apply operating system updates regularly.
    - 4. Handle regular backups and be responsible for restoring data.
    - 5. Provide a method for Housing Base to deploy updates to the database schema, and API.
  - ii. The preferred web application environment is Django/Python (Linux or Windows).
  - iii. The preferred database platform is either MySQL or Microsoft SQLServer.
  - iv. The database will be hosted on the cloud. Rise Civic is proposing the use of Amazon Web Services for the hosting of both the tool and the database.
- b. Roles and Responsibilities for Database Maintenance:
  - 1. NHSD and ITSD (together the "Client") will assign a point of contact (the "Client Representative") to act as a liaison between Client and Rise Civic.



2. The Client Representative will provide Rise Civic with a list of inventory additions and deletions on a Quarterly basis. Rise Civic will update inventory within the database on a Quarterly basis.
3. Rise Civic will have the responsibility of adding and revoking access to Housing Navigator and Landlord/Developer profiles.
4. The Client Representative will have the responsibility of selecting COSA Key Users, and communicating those Key Users additions/revocations to Rise Civic.
5. Rise Civic and the Client Representative will determine the process and frequency for COSA Key Users to export data from the database.

### **3. Creation and Delivery of a Data Ownership, Access and Transfer Agreement**

Rise Civic will create a Data Ownership, Access and Transfer Agreement between Rise Civic and the Client detailing:

- a. Ownership of the Data.
  - i. All web traffic and user analytics, excluding any data Considered Confidential or Sensitive Personally Identifiable Information as defined by the City of San Antonio Data Security Directive 7.3a, shall belong solely to Rise Civic.
  - ii. All other data collected pursuant to this Agreement shall belong solely to City. Nothing herein shall be construed to grant any right or license to Rise Civic in or to any material provided to Rise Civic hereunder by City or City residents, including but not limited to any user or resident data, other than the right to use such material solely on behalf of City in accordance with the terms hereof.
- b. Access to the Central Database.
  - i. Secure read-only access for audit purposes
  - ii. Ability to download full .csv file
- c. Process for data transfer should the contract terminate.

### **4. MVP Buildout**

Release 1.0 ( the "MVP") will narrow a citywide search to a list of properties that are located in the neighborhood/s that the resident or social worker want to concentrate on.

Initial Features of the "MVP" will include:

- Dual Language Support
- Two Factor Authentication
- Login/Forget Password Support
- Profile Creation with email verification
- Navigation Tool
- Data Export
- Search Function
- Multiple Client Profiles - Social Worker
- Sorting
- Geo-Mapping
- Results Page
- Favorites
- Filtering

Proposed Filters:

- Side of town
- Property Amenities
- Felony Accepted
- Past Eviction Accepted
- Broken Lease Accepted
- Proximity to Parks (pre-set)
- Proximity to Transit (pre-set)
- Food Pantries

Subsequent releases will provide further filters for narrowing property results as well as provide for the potential for intra-portal communication.

Milestones:

- a. Identify COSA personnel who will review and accept features as they are developed.
- b. Agree on meeting dates for MVP feature review (no less than every two weeks, and weekly in the last 4 weeks of the project).

## **5. UX/UI System Testing/Approval**

Design Approval - Rise Civic has met with multiple stakeholder groups over the 16 week residency and has additionally presented to more than five different Housing Policy groups to receive feedback on layout and design.

UX/UI Content Flow Testing:

- a. Start of Contract: Host a prototype testing group to determine the functionality of the current content flow from the resident persona.



- b. Development Midpoint: Host a second testing group to determine the functionality of content flow with input from the initial meeting and the inclusion of ADA compliance functionality.
- c. MVP Beta Testing and Acceptance: Host a beta testing group with representation from the external and internal user groups to determine system-side functionality of MVP.
- d. Testing groups shall be limited in size to no more than twelve individuals selected by the Client Representative.

Rise Civic will participate in a monthly check-in with the Client (NHSD) to ensure proper delivery. Rise Civic will also participate in a bi-monthly check-in with ITSD the procuring agency to ensure that the software is on track for delivery and is in line with all security protocols and procedures outlined in the attached contract.

*[Remainder of page intentionally left blank.]*

### Timeline for Delivery

- City Council Approval Expected as early as October 15, 2020
- Expected Start Date: November 1, 2020
- Holiday Delay Expected Dec. 20, 2020 to Jan. 12, 2021

### Estimated Completion for “Soft” Launch of MVP: August 1, 2021

Features	Estimated Development Time (hrs)	Team Member
<b>Data Collection</b>		<b>\$45,000</b>
Data Collection	600	Senior Researcher
<b>Data Structure</b>		<b>\$28,000</b>
Database Construction	72	Data Scientist
API Creation	68	Data Scientist
<b>MVP Build Out</b>		<b>\$122,100</b>
Language Options	56	Senior Programmer
Sign Up	12	Web Developer
Two Factor Authentication	28	Security Specialist
Sign In	12	Web Developer
Email Login	28	Web Developer
Forget Password	56	Web Developer
Account Creation	56	Web Developer
Profile	28	Web Developer
Settings	40	Senior Programmer
Navigation Menu	56	Web Developer
Data Export	28	Data Scientist
Catalog	28	Senior Programmer
Data Saving	28	Senior Programmer



Data Storage	28	Senior Programmer
Search	56	Senior Programmer
Save Search	28	Senior Programmer
Filter Items	28	Senior Programmer
Sorting	12	Senior Programmer
Favorites	12	Senior Programmer
Maps	56	Senior Programmer

***Contract 1***

Rise Civic Consulting has offered a price not to exceed \$195,100 for all work outlined above.

## Attachment B

### Price and Payment Schedule

Type	Payment	Amount	Explanation
Contract Execution	Retainer	\$48,775	20% Upfront Retainer
Milestone 1	Invoice #2	\$18,000.00	
Milestone 2	Invoice #3	\$18,000.00	
Milestone 3	Invoice #4	\$18,000.00	
Milestone 4	Invoice #5	\$18,000.00	
Milestone 5	Invoice #6	\$18,000.00	
Milestone 6	Invoice #7	\$18,000.00	
Milestone 7	City Retainer	\$38,325.00	City may hold until completion of all major contract components
<b>Total</b>		<b>\$195,100.00</b>	



## **Attachment C**

### **Subscription Agreement**

Post the delivery and acceptance of the MVP, the City may enter into a one-year Software as a Service Agreement (“SaaS Agreement”) with Rise Civic that may be renewed for two additional one-year periods and includes, at a minimum, the following specifications and features for an amount not to exceed \$100,000.00 per year:

#### **Roles/Licenses**

**1. San Antonio Resident**

Unlimited.

Rise Civic looks forward to assisting the City of San Antonio in maximizing the number of residents accessing the tool.

**2. Housing Navigator**

Unlimited.

Rise Civic looks forward to assisting the City of San Antonio in maximizing the number of housing navigators and social service organizations accessing the tool on behalf of residents in need.

**3. Landlord Developer**

Unlimited.

This user profile will be critical to assisting in maintaining the integrity and addition of new inventory.

**4. COSA Key User**

Not more than 10 Key User profiles. This will allow Housing Base to maintain the highest level of data security, Client support and responsiveness to maintenance, support and custom reporting requests.

#### **Subscription Services**

**1. Site Maintenance**

Rise Civic will ensure that the structure and operation (separate from the functionality of the database and API) of the Housing Base tool are intact and completely operational. This will include regular system checks and testing. Additionally and when necessary, this will include software updates to allow the tool to continue to function at maximum capacity.

## **2. Custom Reporting**

Rise Civic will allocate an estimated 120 hours per year to create custom reports requested by the Client.

## **3. Inventory/Data Management**

Rise Civic will maintain the integrity of the current data structure and data elements as collected and provided in the Data Collection Contract. In regards to adding new inventory, Rise Civic will work in partnership with NHSD to get the required information to add new inventory in the existing format.

Should the Client request a new feature or functionality that requires the collection of a completely new data element for the entire inventory (new and old) within the system, that will not be included in the inventory/data management service and will need to be negotiated in a separate agreement.

## **4. Hosting**

Rise Civic will host the tool, API, database, and database maintenance application using multi-tenant architecture with a reputable cloud provider such as AWS, Azure, or Google.

If the Client wishes to host the database and API themselves, the Client must provide a hosting arrangement that is equally functional as those services provided by a reputable cloud provider such as AWS, Azure, or Google.

## **5. Service Level Terms**

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Client requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Rise Civic's control will also be excluded from any such calculation. Client's sole and exclusive remedy, and Rise Civic's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one day, Rise Civic will credit Client 5% of daily Service fees for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day.

Downtime shall begin to accrue as soon as Client (with notice to Rise Civic) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Client must notify

Rise Civic in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Rise Civic will only apply a credit to the month in which the incident occurred. Rise Civic's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Rise Civic to provide adequate service levels under this Agreement.

### **Additional Features/Development**

Rise Civic will allocate an estimated 160 hours per year to develop additional features on an annual basis. The additional features are included in the agreed upon annual subscription amount set. Should the Client alter the scope of work desired under this SaaS agreement, the additional feature development allocation will be modified accordingly. In any instance where changes to the scope of work alter the fees due, Rise Civic will re-evaluate the annual SaaS contract fee structure as well as previously allocated and negotiated discounts and provide a revised cost for the system.

No less than 60 days prior to the end of the previous contract year, Rise Civic will meet with the Client to review the additional features' buildout for the upcoming contract year. Should the Client request additional features or functionality beyond the originally defined scope of an agreed upon feature, an amendment to the contract will be necessary for the additional funds.

***(The scope and functionality of the selected Additional Features will be clearly defined in an Exhibit to the SaaS Agreement)***

### **Year 2 Additional Features:**

- Review Prompt
- Written Reviews
- Advanced Reporting
- Utilization Insights
- Customer Analytics
- Download Options for Inventory

### **Year 3 Additional Features:**

- Chat
- Chat Bot
- Email Notifications
- Analytics Dashboard



Rise Civic will participate in a quarterly check-in with the Client (NHSD) and ITSD the procuring agency to ensure that the software is on track and all deliverables are met.

**Attachment D**

**The City of San Antonio Data Security Policy**

**(attached as a separate document)**