

**INTEGRATION AGREEMENT
FOR
SAPL INCIDENT REPORTING SYSTEM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100010551**

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”), and **Omnigo Software, LLC** (“Omnigo” or “Vendor”). City and Vendor 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. 6100010551, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Vendor’s Best and Final Offer (BAFO) Price Schedule (Exhibit B);
- d. Vendor’s Proposal in response to RFCSP No. 6100010551 (Exhibit C);
- e. Vendor’s Master Service Level Agreement Terms and Conditions (Exhibit D); and
- f. Statement of Work (Exhibit E).

2.0 TERM

- 2.1 Original Contract Term. After approval by the San Antonio City Council, this contract shall begin upon execution by all parties and shall remain in full force and effect for a one (1) year period after implementation.
- 2.2 Renewals. 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 Director, without further action by the San Antonio City Council, 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, 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 PRICE SCHEDULE

- 3.1 In consideration of Vendor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Vendor:

YEAR 1	
Data Transfers, Migration, Conversion and Mapping	\$8,000.00
One-Time Training Fee	\$10,000.00
Annual Subscription + Support and Maintenance	\$15,540.00
YEAR 1 TOTAL	\$33,540.00
YEAR 2 – Annual Subscription + Support and Maintenance	
YEAR 2 TOTAL	\$16,161.60
YEAR 3 – Annual Subscription + Support and Maintenance	
YEAR 3 TOTAL	\$16,807.52

- 3.2 Vendor shall submit invoices to City upon completion of a milestone or deliverable, or annually, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to San Antonio Public Library, P.O. Box 839966, San Antonio, Texas 78283-3966.
- 3.3 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Vendor 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 Vendor 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 Vendor of any and all right or claims to collect moneys that Vendor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 3.4 No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor have been provided for in the total payment to Vendor as specified in section 3.1 above. Total payments to Vendor cannot exceed that amount set forth in section 3.1 above, without prior approval and agreement of all parties, evidenced in writing. City shall not be obligated or liable under this Agreement to any party, other than Vendor, for the payment of any monies or the provision of any goods or services.

4.0 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
Library Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Omnigo Software, LLC
10430 Baur Blvd
St. Louis, MO 63132

With copy to:

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

5.0 ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

6.0 CHANGE ORDERS

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

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.

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

Changes that do not involve an increase in contract price may be made by the Director.

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

5.0 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 any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

OMNIGO SOFTWARE, LLC

DocuSigned by:
Colleen Mocko
020512C011A2E101...

Name: Norbert Dziuk

Name: Colleen Mocko

Title: Assistant Finance Director

Title: CFO

Date: _____

Date: 08/20/2020

Approved as to Form:

Assistant City Attorney