

**INTEGRATION AGREEMENT
FOR
INTELLIGENCE PLATFORM FOR ECONOMIC DEVELOPMENT
& METRO HEALTH DEPARTMENTS**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100012075**

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 **mySidewalk, Inc.** (“Contractor”). City and Contractor 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. 6100012075, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Contractor’s Proposal in response to RFCSP No. 6100012075 (**Exhibit B**);
- d. Contractor’s Statement of Work (**Exhibit C**); and
- e. Contractor’s Software-as-a-Service (“SaaS”) Terms and Conditions (**Exhibit D**).

2.0 TERM

- 2.1 This contract shall begin upon the effective date of the ordinance awarding the contract. The contract term, including the license and maintenance and support, shall continue in full force and effect for a one year period after implementation of all services.
- 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, subject to and contingent upon appropriation of funding therefor.

3.0 LICENSE

- 3.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Contractor shall, in accordance with all terms and conditions set forth in this Agreement, provide to City and its authorized users access to the Software-as-a-Service offerings and service maintenance and the support services (“Services”) as described in **Exhibit B**, Contractor’s Proposal, which includes:
- a. Opportunity Zones Dashboard (“OZ Dashboard”);
 - b. Strategic Health Plan Dashboard (“Health Dashboard”); and
 - c. Intelligence Platform Access (“Platform”).
- 3.2 Access and Use. Contractor hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for OZ Dashboard, Health Dashboard, and Platform, and use of the Services, including in operation with other software, hardware, systems, networks, and services for City’s business purposes.

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
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

And

City of San Antonio

If intended for Contractor, to:

mySidewalk, Inc.
304 W. 8th St.
Kansa City, MO 64105

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

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

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

MYSIDEWALK, INC.

_____ *Mark Pierce*

Name: Norbert Dziuk

Name: Mark Pierce

Title: Assistant Finance Director

Title: Vice President of Revenue

Date: _____

Date: 5/17/2021

Approved as to Form:

Assistant City Attorney