

**INTEGRATION AGREEMENT
FOR
ARTS COLLECTION MANAGEMENT SYSTEM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017498; 24-102**

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 **Whirl-i-Gig, Inc.** (“WIG” or “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.

**ARTICLE 1
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. 6100017498; 24-102, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Contractor’s Statement of Work, dated January 13, 2025 (hereinafter, the “SOW”) (**Attachment B**); and
- d. Contractor’s Proposal submitted in response to RFCSP No. 6100017498; 24-102 (hereinafter, the “Contractor’s Proposal”) (**Attachment C**).

**ARTICLE 2
TERM**

- 2.1 Original Contract Term. This Agreement shall begin upon the effective date of the ordinance awarding the contract and remain in full force and effect for a one-year period after implementation/setup and City’s acceptance of the solution, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 Renewals. At City’s option, this Agreement 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 Agreement 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.

ARTICLE 3

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
Information Technology Services
Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to:

Whirl-i-Gig, Inc.
220 Fifth Street
Greenport, NY 11944

With copy to:

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

ARTICLE 4
LICENSE AND FEES

- 4.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, WIG shall, in accordance with all terms and conditions set forth in this Agreement, provide a customized, *CollectiveAccess*-based arts collection management system (“Arts Collection Management System”) for City and its authorized users including hosting, annual maintenance and the support services (“Services”) as described in **Attachment B**, the SOW, and **Attachment C**, WIG’s Proposal.
- 4.2 Access and Use. WIG hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for the Arts Collection Management System and use of the Services, including in operation with other software, hardware, systems, networks, and services for City’s business purposes.
- 4.3 Price Schedule. The pricing submitted in **Attachment C**, WIG’s Proposal, is revised increase Implementation by \$19,200 for 15 days of additional project management work beyond the standard implementation for a municipality as requested by City at the applicable rate in the Price Schedule (Item 2, Project Manager, \$1,280 per day). A summary of total fees for the implementation, term of the contract and renewal options are depicted in the table below:

Description	Fees
Implementation (Year 1) Detailed in SOW	\$201,660.00
Year 2 hosting (200gb storage + backup) \$200/month	\$2,400.00
Year 2 2.8tb additional storage + backup \$504/month	\$6,048.00
Year 2 projected annual maintenance and support (24 hours)	\$4,200.00
Year 3 hosting (200gb storage + backup) \$200/month	\$2,400.00
Year 3 2.8tb additional storage + backup \$504/month	\$6,048.00
Year 3 projected annual maintenance and support (24 hours)	\$4,200.00
Year 4 hosting (200gb storage + backup) \$200/month	\$2,400.00
Year 4 2.8tb additional storage + backup \$504/month	\$6,048.00
Year 4 projected annual maintenance and support (24 hours)	\$4,200.00
Year 5 hosting (200gb storage + backup) \$200/month	\$2,400.00
Year 5 2.8tb additional storage + backup \$504/month	\$6,048.00
Year 5 projected annual maintenance and support (24 hours)	\$4,200.00

- 4.4 End User Support and Solution Maintenance. If requested by City, WIG shall provide additional end-user support beyond the 24 hours indicated above, as-needed based on the daily rates, which are restated below from the Price Schedule in **Attachment C**, WIG’s Proposal:

Description	Rate
Database Maintenance	\$1,400.00 per day
Web Interface Maintenance	\$1,400 per day

ARTICLE 5
FORCE MAJEURE

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then such provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

ARTICLE 6
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.

Regardless of any other provision or other license terms which may be issued by WIG after the effective date of this Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Agreement, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this Agreement shall supersede and govern the license terms between City and WIG.

In the event that conflicting or additional terms in Software License Agreements, Shrink/Click Wrap License Agreements, Service Level Agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this Agreement.

[Signature Page Follows]

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

WHIRL-I-GIG, INC.



Name: Angelica Mata

Name: Seth Kaufman

Title: Assistant Finance Director

Title: President

Date: _____

Date: January 17, 2025

Approved as to Form:

Assistant City Attorney