

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR AERIAL IMAGERY**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100018015; 24-108**

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 **Pictometry International Corp., dba EagleView** (“EagleView” 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. 6100018015; 24-108, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Contractor’s Price Schedule **Option 1** submitted in response to City’s RFCSP No. 6100018015; 24-108 (hereinafter, the “Price Schedule”) (**Attachment B**);
- d. Contractor’s Order Form LC-10009988 (**Attachment C**);
- e. Contractor’s Proposal submitted in response to RFCSP No. 6100018015; 24-108 (hereinafter, the “Contractor’s Proposal”) (**Attachment D**); and
- f. EagleView Master Services Agreement Terms and Conditions, as revised (the “MSA”) (**Attachment E**).

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 three-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 two (2) 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:

Pictometry International Corp.,
dba EagleView
25 Methodist Hill Drive
Rochester, New York 14623

With copy to:

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

ARTICLE 4
INDEMNIFICATION

EAGLEVIEW 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 the CITY directly or indirectly arising out of, resulting from or related to EAGLEVIEW'S activities under this Agreement, including any acts or omissions of EAGLEVIEW, any agent, officer, director, representative, employee, consultant or subcontractor of EAGLEVIEW, 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 EAGLEVIEW 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, EAGLEVIEW agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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. EAGLEVIEW shall advise CITY in writing within 24-hours of any claim or demand against CITY or EAGLEVIEW known to EAGLEVIEW related to or arising out of EAGLEVIEW's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at EAGLEVIEW's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving EAGLEVIEW of any of its obligations under this paragraph.

ARTICLE 5

LICENSE

- 5.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, EagleView shall, in accordance with all terms and conditions set forth in this Agreement, provide an Aerial Imagery Service solution for City and its authorized users and service maintenance and the support services (“Services”) as described in **Attachment C**, the Order Form, and **Attachment D**, EagleView’s Proposal.
- 5.2 Access and Use. EagleView hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for the Aerial Imagery Service solution and use of the Services, including in operation with other software, hardware, systems, networks, and services for City’s business purposes.
- 5.3 Support and Maintenance / Service Level Agreement. EagleView shall provide maintenance and support for the Services, including defect repair, programming corrections, and remedial programming, in accordance with the provisions of this Agreement and as described in **Attachment C**, the Order Form, and **Attachment D**, EagleView’s Proposal, including, at minimum, the service levels indicated therein. Service maintenance includes all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Services, that EagleView provides at no additional charge to its other similarly situated customers. The support and maintenance services are as listed in **Attachment B**, Price Schedule, and EagleView shall not assess any additional fees, costs, or charges for such support services. City shall not be required to sign a separate Service Level Agreement.

ARTICLE 6

ACCEPTANCE PROCESS

- 6.1 All deliverables submitted to the City hereunder shall be submitted to a designated City employee (Designated City Employee) for approval and that such deliverables comply in all material respects with the requirements as set forth in **Attachment C**, the Order Form. If there are material issues, within 5 days of deliverable submission the Parties will escalate resolution of such issues by escalating to higher levels of management.
- 6.2 In the event of any material nonconformity or nonfunctionality of deliverables with their applicable requirements, Designated City Employee shall provide EagleView written notification within 7 business days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, EagleView shall have 30 days to cure the nonconformity or nonfunctionality.

- 6.3 Upon delivery of the cure, the City will have 7 business days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, Designated City Employee will provide a second notice of nonconformity or nonfunctionality of the system within 7 business days of delivery. EagleView shall have an additional 14 days to cure the nonconformity or nonfunctionality.
- 6.4 Upon delivery of the cure, the City will have 7 business days to evaluate and determine if such cure is acceptable. In the event the deliverable contains the same material nonconformity or nonfunctionality of applicable requirements, remaining unacceptable, Designated City Employee will provide EagleView with a third notice of any nonconformity or nonfunctionality of the system which shall constitute breach of contract in which City may immediately terminate in part for cause for such deliverable.

ARTICLE 7 **ASSIGNMENT**

Except as otherwise stated herein, EagleView 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, EagleView 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.

ARTICLE 8 **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 9 **OWNERSHIP OF DOCUMENTS**

Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by EagleView pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by EagleView. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording

medium, regardless of physical form or characteristic. EagleView understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

For the avoidance of doubt, City shall own the copies of the orthogonal imagery delivered to City by EagleView pursuant to this Agreement. EagleView shall own all copies of the orthogonal imagery, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView's possession and reserves all rights thereto. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the orthogonal imagery remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView.

ARTICLE 10

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 EagleView 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 EagleView.

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.

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

**PICTOMETRY INTERNATIONAL
CORP., DBA EAGLEVIEW**

Name: Angelica Mata

Title: Assistant Finance Director

Date: _____

Robert Locke
Robert Locke (Dec 19, 2024 10:42 EST)

Name: Robert Locke

Title: President

Date: 12/19/2024

Approved as to Form:

Assistant City Attorney