

**INTEGRATION AGREEMENT
FOR
SOCIAL MEDIA MANAGEMENT TOOL**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100018167; 24-125**

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 **Social News Desk, Inc.** (“SND” 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. 6100018167; 24-125, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Contractor’s Price Schedule submitted in response to City’s RFCSP No. 6100018167; 24-125 (hereinafter, the “Price Schedule”) (**Attachment B**);
- d. Contractor’s Proposal submitted in response to RFCSP No. 6100018167; 24-125 (hereinafter, the “Contractor’s Proposal”) (**Attachment C**);
- e. Contractor’s Statement of Work, dated January 28, 2025 (hereinafter, the “SOW”) (**Attachment D**); and
- f. Contractor’s 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 continue in full force and effect for a one-year period, 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 additional, one-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

PRICE SCHEDULE

The Price Schedule, **Attachment B**, is revised to add implementation services for a One-Time Enterprise Implementation Fee of \$3,000.

ARTICLE 4

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
Communication & Engagement Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to:

Social News Desk, Inc.
c/o Graham Media Group, Legal
550 W. Lafayette Blvd.
Detroit, Michigan 48226

With copy to:

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

ARTICLE 5
INDEMNIFICATION

SND 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 SND'S activities under this Agreement, including any acts or omissions of SND, any agent, officer, director, representative, employee, consultant or subcontractor of SND, 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 SND 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, SND 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. SND shall advise CITY in writing within 24-hours of any claim or demand against CITY or SND known to SND related to or arising out of SND's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SND's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SND of any of its obligations under this paragraph.

ARTICLE 6

LICENSE

- 6.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, SND shall, in accordance with all terms and conditions set forth in this Agreement, provide the Social Media Management solution for City and its authorized users and service maintenance and support services (“Services”) as described in **Attachments C - E**.
- 6.2 Access and Use. SND hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for the Social Media Management solution and use of the Services, including in operation with other software, hardware, systems, networks, and services for City’s business purposes as described in **Attachment E**, SND’s MSA.
- 6.3 Support and Maintenance / Service Level Agreement. SND 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 **Attachments C - E**, 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 SND provides at no additional charge to its other similarly situated customers. City shall not be required to sign a separate Service Level Agreement.

ARTICLE 7

INSURANCE

- 7.1 Prior to the commencement of any work under this Agreement, SND must provide a completed Certificate(s) of Insurance to City’s Communications & Engagement Department. The certificate must be:
- clearly labeled with the name of this Agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance); and
 - properly endorsed and have the agent’s signature, and phone number.
- 7.2 Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by Communications & Engagement Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.
- 7.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, SND certifies and represents that its endorsements do not materially alter or

diminish the insurance coverage for this contract.

- 7.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, or court decisions or circumstances surrounding this Agreement that require modification and changes in the insurance market which presents an increased risk exposure.
- 7.5 SND shall obtain and maintain in full force and effect for the duration of this Agreement, at SND's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If SND claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
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. Independent Contractors*	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage must be on a per project aggregate.
4. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
5. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
6. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
*if applicable	

- 7.6 SND must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of SND and provide a certificate of insurance and endorsement that names SND and City as additional insureds. SND shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.
- 7.7 If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. SND

must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Attn: Communications & Engagement Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- 7.8 SND's insurance policies must 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. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - SND shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 7.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, SND shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SND'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.
- 7.10 In addition to any other remedies City may have upon SND's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order SND to stop work and/or withhold any payment(s) which become due to SND under this Agreement until SND demonstrates compliance with requirements.
- 7.11 Nothing contained in this Agreement shall be construed as limiting the extent to which SND may be held responsible for payments of damages to persons or property resulting from SND's or its subcontractors' performance of the work covered under this Agreement.
- 7.12 SND's insurance shall be deemed primary and non-contributory with respect to any

insurance or self - insurance carried by City for liability arising out of operations under this Agreement .

- 7.13 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 7.14 SND and any subcontractor are responsible for all damage to their own equipment and/or property resulting from their own negligence.

ARTICLE 8

ASSIGNMENT

Except as otherwise stated herein, SND 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, SND 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 9

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 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 SND 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 SND.

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

SOCIAL NEWS DESK, INC.



Name: Angelica Mata

Name: Aaron King

Title: Assistant Finance Director

Title: General Manager

Date: _____

Date: 2/11/2025

Approved as to Form:

Assistant City Attorney