

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR WATER TREATMENT OF MUNICIPAL POOLS AND
SPLASH PADS**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017608; 24-039**

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 **Commercial Chemical Products, Inc., dba Poolsure** (“Poolsure” 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.

**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. 6100017608; 24-039, including all exhibits, attachments and addendums thereto (**Attachment A**); and
- c. Poolsure’s Proposal submitted in response to RFCSP No. 6100017608; 24-039 (hereinafter, the “Vendor’s Proposal”) (**Attachment B**).

**ARTICLE 2
TERM**

- 2.1 Original Contract Term. Unless sooner terminated in accordance with the provisions of this Agreement, this contract shall begin upon the effective date of the ordinance awarding the contract and shall terminate on March 31, 2027.
- 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 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, 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
Parks Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Commercial Chemical Products, Inc., dba
Poolsure
1707 Townhurst Drive
Houston, Texas 77043

With copy to:

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

ARTICLE 4

POOLSURE OPERATING PLAN

Parties agree the "Poolsure Operating Plan" in **Attachment B**, Vendor's Proposal (noted as page 20 of 119), is deleted in its entirety.

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 the such performance 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.

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

**COMMERCIAL CHEMICAL PRODUCTS,
INC., DBA POOLSURE**

DocuSigned by:

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Name: Angelica Mata

Name: Alan Falik

Title: Assistant Finance Director

Title: President/CEO

Date: _____

Date: 3/29/2024

Approved as to Form:

Assistant City Attorney