

**INTEGRATION AGREEMENT  
FOR  
ANNUAL CONTRACT FOR CLOSED CAPTIONING SERVICES  
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO. 6100015068 (22-052)**

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 **CaptionSource, LLC** (“CaptionSource” 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.

**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. 6100015068 (22-052), including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Best and Final Offer (BAFO) Price Schedule dated July 14, 2022, (**Exhibit B**); and
- d. Vendor’s Proposal in response to RFCSP No. 6100015068 (22-052) (**Exhibit C**).

Parties agree the terms of this Agreement and City’s RFCSP shall control where there is any conflict between the terms of Vendor’s Proposal and the terms of this Agreement or City’s RFCSP, as described above.

**2.0 TERM**

- 2.1 Contract Term. After approval by the San Antonio City Council, this contract shall begin upon execution by all parties, or September 20, 2022, whichever is later. Unless sooner terminated in accordance with the provisions of this Agreement, this contract shall terminate on September 19, 2025.

- 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, subject to and contingent upon appropriation of funding therefor.

### **3.0 ADMINISTRATIVE FEE**

The parties hereby agree that all compensable expenses of Vendor are shown on the BAFO Price Schedule (**Exhibit B**). Parties acknowledge and agree the \$30.00 admin fee is not applicable to the City.

### **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  
Communications & Engagement  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Vendor, to:

CaptionSource, LLC  
2502 County Road 351  
Hondo, TX 78861

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**

**CAPTIONSOURCE, LLC**

\_\_\_\_\_

*Whitney Riley*  
\_\_\_\_\_

Name: Angelica Mata

Name: Whitney L. Riley

Title: Assistant Finance Director

Title: Owner

Date: \_\_\_\_\_

Date: August 25, 2022

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney