SUBJECT: Piggyback GSA Contract #GS-35F-0623S for Vehicle Event Recording Equipment and Services

BID #: XG-0371-16 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Date of award through September 7, 2016

AGENCY: RISK MANAGEMENT

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from October 1, 2017 to date of award. Recommend approval to utilize the one (1) year renewal option with Lytx, Inc. via GSA Contract #GS35F-0623S for continued subscriptions for vehicle event recording equipment and services. Period of service is from date of award through September 30, 2018. Total revised estimated expenditure amount is $127,202.88, for a total expenditure not to exceed $299,339.88.

Funding Source: AFRM561LP-03109 -To be executed by formal contract amendment through the Office of General Counsel (Contract #10187).

Attachments: Recommendation Memo, Vendor Letter and Quote and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Twane Duckworth, Chief, Risk Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Finance
Risk Management Division
117 W. Duval Street, Suite 335
Jacksonville, FL 32202
(904) 630-1312
www.coj.net

MEMORANDUM

DATE: September 25, 2017

TO: Gregory Pease, Chief of Procurement

THRU: Dan Pearson, Assistant Manager of Purchasing

FROM: Twane Duckworth, Chief of Risk Management
Bruce J. Tyson, Senior Safety Officer, Program Manager
Risk Management Division

Subject: Contract Renewal – Lytx, Inc. Agreement Utilizing GS35F-0623S
City of Jacksonville Contract No. 10187

The current term for City of Jacksonville Contract No. 10187 with Lytx, Inc. (Lytx) is October 1, 2016 to September 30, 2017. Risk Management is requesting to exercise the one year option for the period October 1, 2017 to September 30, 2018 with no renewal options remaining. The maximum indebtedness to the City will be a not-to-exceed amount of $127,202.88 to a new maximum indebtedness of $277,113.48. Other than the new subscription term, all other terms and conditions of the above-referenced contract as well as Amendment 1 to the Agreement dated August 1, 2017, shall remain the same.

Accordingly, I recommend:

That the City of Jacksonville Contract No.10187 with Lytx for procurement services for the purchase of vehicle event recording equipment and services (i) be renewed for the term October 1, 2017 to September 30, 2018 and (ii) Increase the maximum indebtedness to the City by a not-to-exceed amount of $127,202.88 for a new total maximum indebtedness of $277,113.48. All other terms and conditions of the above referenced Agreement, as well as Amendment 1 to the Agreement dated August 1, 2017, remain the same.

Thank you for your consideration in this matter.

Please find the attached:

Exhibit A – Lytx, Inc. GSA Commitment Letter
Exhibit B – GSA Scheduled Program Price Quote
Exhibit C – Entire Lytx GSA Contract GS-35F-0623S
Exhibit D – Amendment 1 to Lytx GSA Contract GS-35F-0623S

lytx.

September 21, 2017

Mr. Bruce J. Tyson
Senior Safety Officer
Risk Management Division
City of Jacksonville
117 West Duval Street
Suite 335
Jacksonville, FL 32202

RE: CITY OF JACKSONVILLE
LETTER OF INTENT TO RENEW CONTRACT
LTYX, INC. AGREEMENT UTILIZING GS35F-0623S
CITY OF JACKSONVILLE CONTRACT #10187

Dear Mr. Tyson:

We are in receipt of your request to renew the above-referenced contract (the "Contract") for another year effective October 1, 2017. This letter confirms that Lytx agrees to such renewal of 276 subscriptions to Managed Services and 276 subscriptions to Fleet Tracking under the Contract. Other than the new subscription term, this letter further confirms that the terms and conditions of the above-referenced contract as well as the First Amendment to the Agreement dated August 1, 2017, have not changed.

Best regards,

Shelley E. Bennett
SVP, General Counsel

lytx DriveCam.
Lytx, Inc.
9785 Towne Centre Drive
San Diego, CA 92121
Tel: 858.430.4000
Fax: 858.380.3133

Prepared for / Bill To
City of Jacksonville, FL

Quote Number: DC-00034337
Created Date: September 21, 2017
Valid Until: September 29, 2017
Prepared By: Cesar Villasenor
Sales Rep: Rush Akin
Phone: +1 8153825168
Email: rakin@lytx.com

DriveCam® Program Price Quote
Purchase Option - GSA

Bill To
City of Jacksonville, FL
Senior Safety Officer
117 W Duval St, Suite 335
Jacksonville FL 32202

Ship To

Proposal Summary	
Number of Video Event Recorders (VERs): **276**	Subscription Term (Months): **12**
Number of Subscriptions: **276**	Subscription Cost (Annually)*: **USD 460.88**

Year 1 Costs	
Hardware	0.00
Subscriptions	127,202.88
Implementation Services	0.00
Training	0.00
Total Year 1 Costs	**USD 127,202.88**

**See page 2 for detail regarding any other services included in the Proposal.*

Terms:

- *Client agrees to purchase the subscriptions for the subscription term set forth above.*
- *State taxes, shipping and handling may apply*
- *Subscription pricing is based on overnight upload of events. Customers that use vehicle battery kill switches or other devices that prevent overnight upload of events will be required to utilize Real-Time Cellular Upload which is subject to additional fees.*
- *Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and VERs and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or VER unavailability or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.*
- *Any eLearning provided hereunder will be available to Client for the duration of the Subscription Term. Individual eLearning user accounts will be activated upon Client request and remain active for six months from the date of activation. No refunds shall apply for unused eLearning services. Notwithstanding the foregoing, all eLearning access shall terminate upon termination of all Managed Services hereunder.*
- *All sales as a result of this quotation are subject to the terms and conditions of Lytx's GSA 1T70 schedule, #GS-35F-0623S, which are incorporated herein by reference and all orders are subject to acceptance by Lytx.*
- *To the extent Client is purchasing any Managed Services above, the following table sets forth the part numbers from Lytx's GSA Schedule that correlate to the commercial part numbers set forth above for the Managed Services purchased by Client:*

Base Subscription (Managed Services) Details Per billing period for Base Subscription Term

Description	Qty	Price	Amount
DC Enterprise, Std Purchase - Tier 2 - Enterprise - 1 Year - Charge Annually - Bill Annually - USD	276	353.00	97,428.00
		TOTAL	**USD 97,428.00**

lytx DriveCam.
Lytx, Inc.
9785 Towne Centre Drive
San Diego, CA 92121
Tel: 858.430.4000
Fax: 858.380.3133

Prepared for / Bill To
City of Jacksonville, FL

Quote Number: DC-00034337
Created Date: September 21, 2017
Valid Until: September 29, 2017
Prepared By: Cesar Villasenor
Sales Rep: Rush Akin
Phone: +1 8153825168
Email: rakin@lytx.com

Program Enhancements - Committed (Invoiced in advance based on the quantity purchased)

Description	Qty	Price	Amount
Fleet Tracking - Charge Annually - Bill Annually - USD	276	107.88	29,774.88
		TOTAL	**USD 29,774.88**

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

REFERENCE AWARD **BID #** XG-0371-16

Subject: Recommend approval to piggyback the General Services Administration (GSA)

Department: Risk Management

Description of Purchase: Recommend approval to amend the award to Lytx, Inc. under the General Services Administration (GSA) Contract # GS-35F-0623S to increase Contract #10187 through the Office of the General Counsel, originally awarded November 19, 2015 for an estimated expenditure of $22,226.40, to install additional event recorders in various City vehicles for Risk Management Division. Total revised expenditure not to exceed $172,137.00.

Funding for this award to be encumbered by account AFRM561LP-03109 and to be executed by amendment two (2) through the Office of General Counsel.

Reference Award To: Lytx, Inc.

Price Justification: See Attached

Total Award: $172,137.00 **Requisition #** N/A

Attachments: Recommendation Memo; Lytx, Inc. Quote; Lytx, Inc. GSA Commitment Letter; Copy of GSA Contract – GS-35F-0622S

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Katherine Nasworthy

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 6/30/16

ACTION OF AWARDING AUTHORITY

DATE: 7/01/16

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

FORM GB-112 Revised 12/2007

REFERENCE AWARD **BID # XG-0371-16**

Subject: Procurement of Vehicle Event Recording Equipment and Services - GSA Contract GS-35F-0623S
Department: Risk Management

Description of Purchase: Recommend approval to piggyback the General Services Administration (GSA) Contract # GS-35F-0623S to Lytx, Inc. for the purchase of vehicle event recording equipment and services for Risk management Division. Period of service will be from date of award through September 7, 2016, with a total expenditure not to exceed $149,910.60.

Funding for this award to be encumbered by account AFRM561LP-03109 to be executed by formal contract through the Office of General Counsel.

Reference Award To: Lytx, Inc.

Price Justification: See Attached

Total Award: $149,910.60 **Requisition #** N/A

Attachments: Recommendation Memo; Lytx, Inc. Quote; Lytx, Inc. GSA Commitment Letter; Copy of GSA Contract – GS-35F-0622S

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Katherine Nasworthy

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

11-19-15
DATE

ACTION OF AWARDING AUTHORITY

DATE: 11/19/15

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-112 Revised 12/2007

XG-0371-16	DATE	ANNUAL AMT.	INCREASE	1 YR Renewal 10/5/	NTE
AWARD	11/19/2015	$149,910.60			$149,910.60
AMENDMENT INCREASE	7/1/2016		$22,226.40		$172,137.00
1 YR Renewal	pending			$ 127,202.88	$299,339.88

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
LYTX, INC.
UTILIZING GENERAL SERVICES ADMINISTRATION CONTRACT GS-35F-0623S
FOR
HARDWARE EQUIPMENT, MONITORING, AND SUBSCRIPTION SERVICES

THIS AGREEMENT is made and entered into in duplicate this 11th day of November, 2016, retroactive to September 8, 2016 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "City"), and LYTX, INC., a foreign profit corporation with principal office ~~at 8911 Balboa~~ 9785 Towne Centre Drive Avenue, ~~Suite 200~~, San Diego, California ~~92123~~ 92121 (hereinafter "Lytx"), for the purchase of hardware equipment, monitoring, and subscription services for certain high-risk city vehicles (hereinafter the "Project").

SEP 11/10/16

RECITALS:

WHEREAS, effective September 8, 2006, the U. S. General Services Administration ("GSA") entered into GSA Contract Number GS-35F-0623S (the "GSA Contract") with Lytx; and

WHEREAS, the GSA Contract has been renewed so as to extend the period of service to September 7, 2021; and

WHEREAS, said GSA Contract has been competitively procured and awarded by the GSA as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities, including the GSA, which have been competitively procured and awarded; and

WHEREAS, the GSA Contract is broad enough to allow City to purchase equipment and services for the Project and Lytx has agreed to allow City to use the GSA Contract; and

WHEREAS, it is in the best interests of the parties to use the GSA Contract for procurement of the Project and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Lytx

City hereby engages Lytx and Lytx hereby accepts said engagement for the purpose of providing to City equipment and services for the Project according to the provisions of the GSA Contract and its exhibits, amendments, equipment descriptions, and quotations, attached hereto as **Exhibit A** and incorporated herein by this reference. The payment schedule and prices are more specifically set forth in the Drive Cam® Program Price Quote, attached hereto as **Exhibit B** and incorporated herein by this reference. With respect to the Project, the provisions, terms, and conditions of the GSA Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the GSA Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by City

City shall designate for the Project a Project Coordinator who will, on behalf of City, coordinate with Lytx and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Lytx to coordinate all purchases for the Project with the designated Project Coordinator. CITY's Project Coordinator shall be Bruce Tyson (Telephone: 904-630-7332; Fax: 904-630-2913; Email: btyson@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2017, unless sooner terminated as provided in **Exhibit A**, with one 1-year renewal option. During said period of time, the pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. City will compensate Lytx for equipment and services purchased hereunder in accordance with the following terms:

(a) Lytx's professional fees under the terms of the Agreement shall be those contained in the Drive Cam® Program Price Quote, attached hereto as **Exhibit B** and incorporated herein by this reference, for the term of this Agreement. Lytx's professional fees shall be billed monthly for equipment and services provided the previous month using invoices and such other documentation satisfactory to City to allow and authorize payment. Such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent of the Project completed since the last invoice, the total percent completed to date, and any other such information as may be

reasonable and necessary to secure the written approval of the invoice by City's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalties of Section 837.06, Florida Statutes.

(b) City shall make payments within forty-five (45) days after receipt of said invoices or other documentation. To the extent that professional fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7. *Ordinance Code*.

5.2. Notwithstanding any contrary provision in **Exhibits A** or **B**, the maximum indebtedness of City for all fees, reimbursable items, or other costs for equipment and services sold by Lytx to City pursuant to this Agreement shall not exceed the sum of ONE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED TEN and 60/100 USD ($149,910.60).

ARTICLE 6: Notice

Notice to City under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Bruce Tyson, Safety Officer
Risk Management Division
City of Jacksonville, Florida
117 West Duval Street, Suite 335
Jacksonville, Florida 32202

Gregory Pease, Chief
Procurement Division
Ed Ball Building
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Lytx under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Rush Akin, Director
Government Fleets
Lytx, Inc.
9785 Towne Centre Drive
San Diego, California 92121
Phone: 815-382-5168
Email: rakin@lytx.com

ARTICLE 7. Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in the sale of equipment and services for the Project, Lytx must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include but are not limited to Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated

in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, Lytx must ensure that the provisions of this Article shall be incorporated into and become a part of the subcontract.

ARTICLE 8. Conflict of Interest

The parties will follow the provisions of Section 126.119, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

ARTICLE 9. Prompt Payment

As required by Chapter 126, Part 6, *Ordinance Code*, (provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Article 9 shall not apply):

9.1 *Generally.* When Lytx receives payment from City for labor, services, or materials furnished by subconsultants or subcontractors and suppliers hired by Lytx, Lytx shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after Lytx's receipt of payment from City. Nothing herein shall prohibit Lytx from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such dispute, Lytx may dispute the disputed portion of any such payment only after Lytx has provided notice to City and to the subconsultant, subcontractor, or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to City and said subconsultant, subcontractor, or supplier within ten (10) calendar days after Lytx's receipt of payment from City. Lytx shall pay all undisputed amounts due within the time limits imposed by this article.

9.2. *Jacksonville Small Emerging Business Enterprise ("JSEB") and Minority Business Enterprise ("MBE") Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Lytx shall pay all contracts awarded with certified JSEB's and MBE's, as defined therein, their pro rata share of their earned portion of the progress payments made by City under this Agreement within seven (7) business days after Lytx's receipt of payment from City (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Lytx, Lytx shall provide to City with its requisition for payment, documentation that sufficiently demonstrates that Lytx has made proper payments to its certified JSEB's or MBE's from all prior payments Lytx has received from City. Lytx shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Lytx. If Lytx withholds

payment to its certified JSEB's or MBE's, which payment has been made by City to Lytx, Lytx shall return said payment to City. Lytx shall provide notice to City and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to City and said JSEB's or MBE's within five (5) calendar days after Lytx's receipt of payment from City. Lytx shall pay all undisputed amounts due within the time limits imposed in this Article 9. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice's being withheld by City, not as a penalty but as liquidated damages to compensate for the additional contract administration by City.

9.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subconsultant, subcontractor, supplier, JSEB, MBE, or any third party or create any City liability for Lytx's failure to make timely payments hereunder. However, Lytx's failure to comply with the Prompt Payment requirements shall constitute a material breach of Lytx's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Lytx, may issue joint checks and charge Lytx a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 10. Nondiscrimination

As required by Section 126.404, *Ordinance Code*, Lytx represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Lytx agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that Lytx shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. Lytx agrees that if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into

and become a part of the subcontract.

ARTICLE 11. Governing Law/Venue

This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement shall lie exclusively in the appropriate state court in Duval County, Florida.

ARTICLE 12. Public Records

12.1 In accordance with Section 119.0701, Florida Statutes, Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

12.2 The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE,

PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

ARTICLE 13. Counterparts:

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

By Connie Scarville
Signature

Connie Scarville
Type/Print Name

Paralegal
Title

LYTX, INC.

By Shelley E Bennett
Signature

Shelley E Bennett
Type/Print Name

General Counsel
Title

G:\Gov't Operations\JMCain\Risk Management (1170)\Contracts\Lytx.Risk.piggyback.102016.doc

Encumbrance and funding information for internal City use:

Account AFRM561LP-03109

Total Amount. . . . $149,910.60

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Contract.

Director of Finance
City Contract # 10187-01

Approved as to form:

James R. McCain
Office of General Counsel