



## AGENDA REPORT

**Meeting Date:** May 17, 2016

**Item Number:** D-8

**To:** Honorable Mayor & City Council

**From:** Craig Crowder, Fleet Manager

**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LYTX, INC. TO PROVIDE THE CITY OF BEVERLY HILLS WITH THE DRIVECAM PROGRAM SOLUTION;  
AND  
APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$165,278.48 TO LYTX, INC. FOR PURCHASE OF DRIVECAM PROGRAM SOLUTION

**Attachment:** 1. Lytx, Inc. Agreement  
2. NJPA Purchasing Contract – Lytx, Inc.

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### RECOMMENDATION

Staff recommends that the City Council (1) find that the conformance with the bidding procedures in the Municipal Code would be contrary to the best interests of the City, (2) waive the bidding requirements as the City is utilizing the National Joint Powers Alliance (NJPA) bid process, (3) approve an Agreement between the City of Beverly Hills ('City') and Lytx, Inc. ('Lytx') to provide the City with the DriveCam Program Solution; and (4) approve a purchase order in the not-to-exceed amount of \$165,278.48 to Lytx, Inc. for the purchase of the DriveCam Program Solution. This Agreement has a five-year term with reoccurring subscription costs of \$62,679.68 annually. Staff will return to City Council for future annual purchase order approvals.

### INTRODUCTION

The City owns and operates a fleet consisting of approximately 400 vehicles and equipment that are exposed to a variety of risks on a daily basis. Through a joint collaboration with Fleet Services, Parking Enforcement, Risk Management and Solid Waste, Public Works Services entered into a pilot program for non-safety vehicles with Lytx for the express purpose of reducing risks associated with driver behavior.

The Lytx DriveCam Program solution leverages the company's Lytx Engine technology and Lytx Insights program to help clients prevent collisions and reduce fuel costs by improving the way people drive. The Lytx DriveCam solution addresses the causes of poor driving by combining data and video analytics with real-time driver feedback and coaching, resulting in reductions in collision-related costs and fuel consumption. Lytx

protects drivers in more than 1,300 commercial and government fleets worldwide who drive billions of miles annually.

## **DISCUSSION**

Lytx utilizes best-of-breed technology and business process partners in order to achieve operational efficiency and scale. Lytx's focus as a company, and its commitment to its customers, centers on three cornerstones:

### **A. The DriveCam Program Reduces Risky Driving**

A recent study sponsored by the Federal Motor Carrier Safety Administration (FMCSA) found that the DriveCam Program reduced risky driving by more than 50% in fleets participating in the study.

### **B. The DriveCam Program Reduces Collisions and Protects Against Fraudulent Claims**

There's a traffic collision in the U.S. every five seconds—and the total cost of collisions exceeds \$300 billion annually. The DriveCam Program identifies why accidents happen using its patented video event recorder that captures and, through coaching, helps correct risky driving behavior before it leads to a collision. In the event that a collision does occur, the DriveCam Program provides irrefutable evidence of what happened before and after the incident. This information is immediately available to determine responsibility, which allows clients to resolve their issues in a timely manner.

### **C. The DriveCam Program Reduces Fuel Consumption and Maintenance Costs**

With continuous real-time in-cab feedback, drivers reduce their sudden accelerations and sudden braking – resulting in more efficient driving that reduces fuel and maintenance costs. Fleets using the DriveCam Program service have seen reductions in fuel costs up to 12% - an immediate and major return on investment.

With the DriveCam program, we have the ability to change driver behavior for the good of the City. As demonstrated during the pilot program from November 2013 – January 2014, the City saw a 17% reduction in traffic violations, 23% reduction in cell phone use violations, 51% improvement in following too close, 49% improvement in seatbelt use, and 38% improvement in collisions. Five of the riskiest drivers represented 45% of the Risk to the City in November 2013 – January 2014; 3 out of 5 of those drivers improved 75% on average during this period. This shows that drivers responded to the coaching process. By partnering with Lytx, they will give us the key elements needed to improve driver behavior which can directly reduce our overall risk profile and lead to direct cost savings to the City.

### **Recognizing Safe Drivers**

During the trial, the City used the DriveCam program to identify its safe employees based on analytics and results over a 5 month time period. As a result, the City recognized its safest drivers at a Driver Recognition Breakfast held January 8, 2014, with Solid Waste and Parking Services. As a partner, Lytx will continue to support recognizing the City's safe drivers, as best practice, to support our overall safety culture and continuous improvement in safety practices across Public Works.

### **Power of Video**

With video, the City will have evidence in cases where the driver is not at fault. Lytx clients and drivers agree that when collisions occur, costly lawsuits often follow. Video evidence has proven to minimize these instances, saving time and resources commonly used to reconstruct the events and dispute the issues. Regardless of fault, video provides an accurate account of what really happened – enabling the City to quickly resolve the issue with facts. Video effectively captures risky behavior for coaching and improvement.

### **Fleet Tracking Solution**

This service gives managers a real-time view of fleet operations, helping to ensure compliance and improve productivity, and there's no need for additional in-cab equipment, extra peripherals or extra software. The GPS Fleet Tracking Solution can be made available with a turn of a switch. Features include the following:

- Real-time status: A map that updates virtually in real time helps you know where your vehicles are at all times, and what's happening with them. With this data, you can make real-time decisions to facilitate deployment efficiencies and reduce response periods.
- Trip-history: Monitor driver compliance and identify trends that could be affecting your fleet's efficiency.
- GeoFence: Track vehicle activity and monitor your assets. Geofencing lets you set custom boundaries to monitor the activity of vehicles within a specific geographic area. This can help you maintain operational compliance and fleet productivity.

### **Continuous Improvement – Quarterly Program Reviews**

The Lytx quarterly program review focuses on a quick summary of program performance, internal and external benchmarks on performance and improvement rates, collision and exoneration analysis, analytics surrounding the riskiest drivers and riskiest root-cause behaviors, and recommendations for focus and improvement. Supporting that improvement, the Lytx program delivery team helps the City program management team by bringing best practice processes, templates and ideas learned over time and assisting in mapping those best practices into the City culture and structure.

After careful evaluation of various purchasing options and pricing, staff determined that it is in the best interest of the City not to proceed with its own bid process and utilize the bid process of the National Joint Powers Alliance Procurement Contract #102811-DCI (See Attachment 2). Staff determined that using the National Joint Powers Alliance procurement resources, manpower and purchasing power gives the City the best pricing opportunity. Lytx intends to extend the same terms, conditions and prices that are stipulated in the National Joint Powers Alliance procurement contracts which commenced on December 20, 2015, to the City of Beverly Hills as noted in the Fiscal Impact section below.

In addition to the Agreement staff recommends the approval of a purchase order in the not-to-exceed amount of \$165,278.48 to Lytx, Inc. for the purchase of the DriveCam Program Solution as described in "Exhibit B" of the Agreement with Lytx, Inc. (Attachment 1).

**FISCAL IMPACT**

Funding for this purchase is available in the following account:

Program # / Description of Fund Source	Amount
49008501-850000-08502 / Vehicle Replacement	\$165,278.48

  
George Chavez  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
LYTX, INC. TO PROVIDE THE CITY OF BEVERLY HILLS WITH THE  
DRIVECAM PROGRAM SOLUTION

NAME OF CONTRACTOR: Lytx, Inc.

RESPONSIBLE PRINCIPAL OF  
CONTRACTOR: Kelli Richard, Chief Financial Officer

CONTRACTOR'S ADDRESS: 9785 Towne Center Drive  
San Diego, CA 92121  
Attention: Kelli Richard, Chief Financial Officer

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Craig Crowder, Fleet Manager

COMMENCEMENT DATE: April 15, 2016

TERMINATION DATE: April 14, 2021

CONSIDERATION: Consideration not to exceed \$415,997.20  
Contingency not to exceed \$24,959.83

Total Agreement not to exceed \$440,957.03, as  
further described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
LYTX, INC. TO PROVIDE THE CITY OF BEVERLY HILLS WITH THE  
DRIVECAM PROGRAM SOLUTION

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Lytx, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to purchase and install DriveCam video event recorders ("VERs") and other hardware (collectively, "Hardware") and related software ("Software") as set forth in Exhibit A, attached hereto and incorporated herein by this reference ("Services").

B. CONTRACTOR represents that it is qualified and able to perform the Services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the Services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CONTRACTOR a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent CONTRACTOR. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. The parties agree that, notwithstanding the foregoing, CONTRACTOR may (i) assign or transfer this Agreement as part of a sale of all or substantially all of its assets or stock or a merger with or into another corporation and (ii) assign this Agreement to an affiliate.

Section 7. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above (or his or her successor) shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on a form acceptable to the City's Risk Manager, such as the ACORD form, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and vehicle liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Upon CITY's request, CONTRACTOR shall declare any deductibles or self-insured retentions with respect to the insurance policies required by this Agreement.

#### Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, the City Council and each member thereof, every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that the Software and/or Hardware provided by CONTRACTOR infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. This indemnity provision shall survive termination of this Agreement.

(1) Alternatives. If the Software and/or Hardware (collectively, "Products") becomes, or in CONTRACTOR's sole opinion is likely to become, the subject of an infringement claim or action, CONTRACTOR may in its discretion: (a) procure for CITY the right to continue using the Product; (b) replace or modify the Product so as to be free from infringement; or (c) accept return of the Product and refund the payments paid by CITY for such Product less a reasonable amount for use and damage.

(2) Limitations. Notwithstanding the provisions of Section 12(b) above, CONTRACTOR has no liability to CITY for (a) the combination of the Products with software, hardware or other materials not supplied or approved in writing by CONTRACTOR for use with the Products; (b) the activities of CITY, after CONTRACTOR has notified CITY in writing that such activities may result in such infringement; (c) use or operation of the Products other than in strict accordance with the applicable written Software and Hardware related specifications CONTRACTOR provides to CITY ("Documentation") or CONTRACTOR's instructions; or (d) the modification of the Products, or any part thereof, unless such modification was made or recommended by CONTRACTOR, where such infringement would not have occurred but for such modifications.

(3) Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 12(b) STATE CONTRACTOR'S ENTIRE LIABILITY, AND CITY'S EXCLUSIVE REMEDY, RELATING TO ANY ALLEGED OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT BY THE PRODUCTS OR ANY PART THEREOF.

(c) CONTRACTOR's indemnification obligations pursuant to this Section 12 are conditioned upon CONTRACTOR's being promptly notified of all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over their defense and settlement (provided that failure to give such notice shall not limit CONTRACTOR's indemnity obligation hereunder except to the extent that the delay in giving, or failure to give, the notice adversely affects CONTRACTOR's ability to defend against such claim). CONTRACTOR shall not be responsible for any settlement it does not approve in writing.

### Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) Either party may immediately terminate this Agreement upon written notice if (i) the other party commits any material breach of this Agreement that is not remedied within thirty (30) days following receipt of written notice thereof from the non-breaching party except for non-payment due to CONTRACTOR's failure to provide certificates of insurance to CITY as required by the Agreement's insurance requirements; (ii) a receiver is appointed for the other party or its assets; or (iii) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency, or debtor's relief law, which proceedings are not dismissed within one hundred and twenty (120) days.

(c) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including

any claim for compensation. All Software licenses granted pursuant to Section 17 and all Services (as hereinafter defined) provided hereunder shall terminate upon termination or expiration of this Agreement. The following Sections shall survive termination or expiration of this Agreement: 3, 12, 18, 19, 20 and 22 – 28.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data and information generated by the Products provided and all documents and drawings prepared specifically for CITY in connection with the services and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. Subject to CONTRACTOR's Video Retention Policy described in paragraph 6 of Exhibit A, CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. CITY shall have access, without charge and upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Software.

(a) License. Subject to the terms of this Agreement, CONTRACTOR grants CITY a nonexclusive, nontransferable license to access and use the online web-based portal for Services CONTRACTOR makes available to CITY under this Agreement for CITY's internal fleet management purposes only, without the right to sublicense such rights, provided CITY unconditionally agrees to access and use the Software and Services strictly in accordance with any documentation provided to CITY, any terms of use posted on the CONTRACTOR website used to access the Services and this Agreement ("License"). Under the License, CITY may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results and other information and materials generated from CITY's access and use of the Software and Services for internal fleet management purposes only. Any updates, modifications, enhancements or new versions of the Software or Services provided or made available to CITY by CONTRACTOR, in accordance with this Agreement, shall be considered Software and Services subject to this Agreement. CONTRACTOR shall be entitled at any time and without liability to improve, modify, suspend, test, maintain or repair the systems used by CONTRACTOR to provide the Services in whole or in part and/or any other services rendered under this Agreement even if this requires temporarily suspending the operation of the Services, provided that CONTRACTOR shall use reasonable efforts to minimize all forms of disruption resulting therefrom.

(b) License Term. Licenses are purchased and apply on a per Drive Cam Video Event Recorder ("VER") basis for the applicable subscription period, including any renewal terms (the "License Term").

(c) Restrictions on Use. Except as otherwise expressly provided in this Agreement, CITY agrees to: (i) only use the Software and Services in the manner, and for the

purposes, expressly specified in this Agreement; (ii) not decompile, disassemble, analyze or otherwise examine the Software and/or Services for the purpose of reverse engineering, or facilitate or permit a third party to do so (except to the extent this restriction is expressly prohibited by applicable law); (iii) not delete or in any manner alter any notice, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by CITY through use of the Software and Services ("Notices"); (iv) reproduce and display all Notices on Copies CITY makes, in accordance with this Agreement; (v) not attempt to access any systems, programs or data of CONTRACTOR that are not licensed under this Agreement; (vi) not copy, reproduce, republish, upload, post, transmit or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so; and (vii) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services. CONTRACTOR may immediately terminate this Agreement in the event that CITY breaches the provisions of this Section.

(d) Retained Rights. Except for the limited licenses granted to CITY herein, this Agreement does not confer or transfer to CITY any right, title or interest in or to the Software, written Software and Hardware related specifications CONTRACTOR provides to CITY ("Documentation"), or any intellectual property rights relating thereto; CONTRACTOR and its licensors retain all right, title and interest in and to the foregoing. CITY for itself, and on behalf of each employee designated by CITY to use the Software (an "End User"), agrees to keep all items to which CONTRACTOR or any of its licensors retains title free and clear of all claims, liens and encumbrances except those of CONTRACTOR or its licensors, and any act of CITY or End User, voluntary or otherwise, purporting to create a claim, lien or encumbrance on any such item is void.

#### Section 18. Warranties.

(a) Product Warranty. For a period of two (2) years after the date of shipment with respect to the VERs purchased hereunder (the "Warranty Period"), CONTRACTOR warrants to CITY that the VERs, as delivered by CONTRACTOR to CITY, will substantially conform to the Documentation. The Warranty Period shall be extended for the duration of any period for which CITY purchases an extended warranty from CONTRACTOR as specified in an applicable purchase order. The foregoing warranty shall not apply if CITY fails to notify CONTRACTOR in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (i) CITY's negligence or misuse, or events beyond CONTRACTOR's reasonable control; (ii) to the extent performed by CITY or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and CONTRACTOR's instructions; (iii) except as authorized by CONTRACTOR in writing, alterations to the VER made by anyone other than CONTRACTOR or its representatives; (iv) except as authorized by CONTRACTOR in writing, any attempt to service the VER other than by CONTRACTOR or its representatives; or (v) third party software, hardware, or materials not approved or supplied by CONTRACTOR. CONTRACTOR shall not be responsible for any of CITY's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to CONTRACTOR pursuant to the foregoing warranty. CONTRACTOR's and its suppliers' sole liability, and CITY's exclusive remedy, under this section shall be, at CONTRACTOR's option: (i) to use commercially reasonable efforts to correct any reproducible defects identified by CITY in writing during the Warranty Period which renders the VER non-conforming, (ii) to replace the defective VER (with either a new or refurbished product), or (iii) to accept return of the defective VER from CITY and provide CITY with a pro rata refund based on the remaining portion of the Warranty Period. Replacement

VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware parts or software provided hereunder other than the VERs, CITY acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and CITY agrees to look solely to the manufacturer with respect to all applicable claims. The right to enforce all warranties made by any such manufacturer is hereby, to the extent CONTRACTOR has the right, assigned to CITY. CONTRACTOR has no obligation to provide maintenance and support for out-of-warranty VERs.

(b) Warranty Claims. To make a return under the warranties herein, CITY must first contact CONTRACTOR technical support and assist in a reasonable troubleshooting effort to restore the VER to service. Upon a failure determination by CONTRACTOR technical support, provided CITY requests a Return Material Authorization number (RMA) within the Warranty Period, CONTRACTOR will provide CITY an RMA number and a prepaid return label. For all warranty returns, CITY must use the return label provided by CONTRACTOR to send the VER to CONTRACTOR, packaged appropriately for safe shipment. CONTRACTOR shall pay all freight charges for shipment to CITY of any replacement product covered by these warranty provisions.

(c) Service Warranty. CONTRACTOR warrants to CITY that any Services to be performed hereunder shall be performed in a professional and workmanlike manner. CONTRACTOR's and its suppliers' sole liability, and CITY's exclusive remedy, under this section shall be for CONTRACTOR to use commercially reasonable efforts to re-perform the Services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation. CONTRACTOR shall retain sole control over the manner and means by which it performs its obligations hereunder, and CONTRACTOR shall be entitled to subcontract (in whole or in part) CONTRACTOR's responsibilities under the Agreement to a third party of CONTRACTOR's choice, but CONTRACTOR shall remain responsible for CONTRACTOR's subcontractor's actions in carrying out CONTRACTOR's obligations under the Agreement.

(d) Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, CONTRACTOR AND ITS LICENSORS, SUPPLIERS, AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CONTRACTOR AND ITS LICENSORS, SUPPLIERS, AND DISTRIBUTORS MAKE NO WARRANTY THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE CAN BE CORRECTED, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR SERVICES. FURTHER, NEITHER CONTRACTOR, ITS LICENSORS, SUPPLIERS, NOR DISTRIBUTORS MAKES ANY WARRANTY THAT ACCESS TO THE SERVICES OR ASSOCIATED NETWORK COVERAGE (E.G. WIRELESS NETWORK COVERAGE) WILL BE CONTINUOUS OR UNINTERRUPTED.

Section 19. Limitation of Liability. EXCEPT FOR BODILY INJURY AND CLAIMS BY THIRD PARTIES, EITHER PARTY'S BREACH OF SECTION 20 (CONFIDENTIALITY), AND CITY'S BREACH OF SECTION 17 (SOFTWARE LICENSE), IN NO EVENT WILL EITHER PARTY (WHICH IN CONTRACTOR'S CASE INCLUDES ITS LICENSORS, SUPPLIERS, AND DISTRIBUTORS) BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY OR ANY THIRD-PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL CONTRACTOR OR ITS LICENSORS, SUPPLIERS, OR DISTRIBUTORS BE LIABLE FOR ANY AMOUNTS EXCEEDING TWO MILLION DOLLARS (\$2,000,000.00).

Section 20. Confidentiality.

(a) Confidential/Information. Pursuant to the terms of this Agreement, each party (a "Disclosing Party") has provided, or will provide the other party (a "Receiving Party") with certain information, and/or access to certain information including public safety information (the "Information"), which was or will be obtained by Disclosing Party pursuant to a License Agreement with a third party, or which is the proprietary information of Disclosing Party, or which is not publicly known. Receiving Party, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential to the extent authorized by law, and shall not: (a) use the Information, nor cause the Information to be used for any purpose other than in connection with the Services provided under this Agreement, (b) participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or (c) sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision shall survive termination of this Agreement. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party or destroy all of Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, CONTRACTOR's only obligations with respect to destruction of video clips generated by VERs shall be to comply with CONTRACTOR's Video Retention Policy (as described in Exhibit A). Receiving Party may disclose Confidential Information to any third party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement. In the event that Receiving Party is requested or required (by operation of law, oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, Receiving Party agrees to furnish only that portion of the Confidential Information for which Disclosing Party has waived compliance or for which Receiving Party is required to furnish by law, rule, regulation or court order.

(b) Limitations. The obligations contained in this Section 20 shall not apply to information that: (i) is required to be disclosed under state or Federal Law; (ii) is or becomes generally known to the public through no act or omission of Receiving Party; (iii) was in Receiving Party's lawful possession prior to the disclosure and was not obtained by Receiving Party either directly or indirectly from Disclosing Party; (iv) is lawfully disclosed to Receiving Party by a third party without restriction on disclosure; or (v) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information.

(c) As between CONTRACTOR and CITY, CITY shall own the information,

data and content captured by the Products in CITY's possession or otherwise provided by CITY to CONTRACTOR in connection with CONTRACTOR's provision of the Services ("Data"). CONTRACTOR and its subcontractors shall have the right to use such Data in connection with performance of services hereunder and to improve and expand CONTRACTOR's products and services. CONTRACTOR shall have the right (which shall survive termination and expiration of this Agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any legal purposes; provided that, CONTRACTOR does not indicate to any third party that such components were provided by, obtained from, or associated with, the CITY or CITY's drivers. Such usage rights shall continue and survive destruction of any video clips to which such non-video and non-audio meta-data components relate.

(d) **Warranty by CITY.** CITY represents and warrants that (i) it has the necessary right and authority to disclose all data and information (including Data) disclosed or provided to CONTRACTOR under this Agreement; and (ii) any Data disclosed by CITY, as well as any other content created or stored in CONTRACTOR servers by CITY in the course of using the Services will comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party.

**Section 21. Changes in the Scope of Work.** CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

**Section 22. Notice.** Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

**Section 23. Attorney's Fees.** In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

**Section 24. Entire Agreement.** This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

**Section 25. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

**Section 26. Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**Section 27. CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 28. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

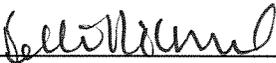
\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor

[Signatures continue]

ATTEST:

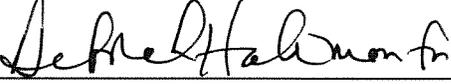
\_\_\_\_\_  
BYRON POPE  
City Clerk

CONTRACTOR: LYTX, INC.

  
\_\_\_\_\_  
KELLI RICHARD  
Chief Financial Officer

  
\_\_\_\_\_  
SHELLEY E. BENNETT  
Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAVID M. SNOW  
Interim City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
GEORGE CHAVEZ  
Assistant City Manager/Director of Public Works  
Services

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide CITY with the Lytx DriveCam Program Solution (the "Program") upon request by and through scheduling of Fleet Services staff as more particularly described in the Agreement and this Exhibit A.

#### 1. MANAGED SERVICES

1.1 Description of Services. CONTRACTOR shall provide CITY remote access to CONTRACTOR's data center via in-bound internet connectivity, providing access to CITY's Data and the hosted Software applications licensed hereunder in order to view driving behaviors captured by CITY's VERs and the related assessments performed by CONTRACTOR. Extra charges may apply for manually triggered events and real-time cellular downloads. CONTRACTOR shall provide CITY monthly and weekly reports (by driver, site and company) including feedback on CITY driving. CONTRACTOR shall provide remote program management services whereby CONTRACTOR shall: (i) monitor the operational status of the VERs, event movers and daily flow of driving events from the CITY's site to CONTRACTOR's server, and initiate appropriate corrective action; and (ii) monitor CITY's Managed Services' key performance indicators. CONTRACTOR retains the right, in its sole discretion, to adjust the VER settings, including, but not limited to, clip length, clip compression and sensitivity of VER accelerometers, as determined by CONTRACTOR to be necessary to provide the Services hereunder.

1.2 Managed Services; Suspension. Subject to CITY's compliance with the terms and conditions of the Agreement and this Scope of Work, CONTRACTOR shall provide the Managed Services to CITY. If CITY fails to pay any amounts due hereunder, CONTRACTOR may immediately suspend the Managed Services; upon payment by CITY of all such delinquent amounts CONTRACTOR will re-institute the Managed Services. Notwithstanding the foregoing, CONTRACTOR may not suspend the Managed Services if CITY's failure to pay is caused solely by CONTRACTOR's failure to provide CITY with valid and approved insurance certificate(s) as required under the terms of the Agreement.

1.3 Remote Access to Results. Subject to CITY's compliance with the terms and conditions of the Agreement and this Scope of Work, CITY shall have remote in-bound internet access to the Data which are hosted on computer hardware servers controlled by CONTRACTOR. To access such Data remotely, CITY will be assigned user accounts and related user identification numbers (collectively, "User IDs") and passwords. CITY may allow any employee designated by CITY (each, an "End User") to remotely access such Data; provided, that, by using the Services, CITY and such End User agree to the terms of use posted on the website used to access the Services (currently, <https://online.drivecam.com>). CITY may have only as many End Users as the number of User IDs activated at any one time. No User ID may be shared by more than one End User. CITY acknowledges that CONTRACTOR may track the number of active User IDs and to disallow use by more than the authorized number of User IDs.

2. TRAINING SERVICES. If training services are purchased under a purchase order, CONTRACTOR shall use commercially reasonable efforts to provide CITY with reasonable direction and initial training with respect to the features, functionality, use and operation of the Products and the Managed Services. CITY shall use commercially reasonable efforts to ensure that all personnel using any Products and/or the Managed

Services receive appropriate training, are familiar with the Products and the Managed Services, and are fully qualified to carry out their duties and responsibilities.

3. SUBSCRIPTION TERM; EARLY TERMINATION. A Managed Services subscription shall commence on the first day of the first month following the date of shipment of the applicable VER to which the subscription applies. Managed Services purchased under a purchase order shall only apply to the VERs ordered thereunder (including any replacement VERs), and CONTRACTOR shall have no obligation to provide Managed Services with respect to VERs that are not procured by CITY from CONTRACTOR. This provision shall survive termination or expiration of the Agreement for any reason.

4. SUPPORT AND MAINTENANCE SERVICES. CONTRACTOR shall use commercially reasonable efforts to provide technical support via email at support@lytx.com and a toll-free customer support line at (866) 910-0403. For security reasons, CITY shall provide CONTRACTOR in writing the name(s) and contact information of CITY's technical personnel who will liaison with CONTRACTOR regarding all technology-related matters. CITY may update such information as necessary upon written notice to CONTRACTOR. CONTRACTOR shall not be obligated to provide support to any person other than the designated liaison(s). In order to receive support from CONTRACTOR, CITY shall provide CONTRACTOR with all information necessary for CONTRACTOR to trouble shoot technical errors experienced by CITY with respect to CONTRACTOR's provision of Products hereunder. CITY agrees to provide CONTRACTOR with reasonable access (including, without limitation, remote access) to all necessary CITY personnel, facilities and equipment (including the Products) for the purpose of providing the support services hereunder.

5. SERVICE REQUIREMENTS. Use of a computer and internet connectivity is necessary to use Managed Services, and CITY is solely responsible for obtaining such items and paying all fees related thereto. CITY agrees to access and use the Software and Managed Services in accordance with any and all operating instructions or procedures that may be issued by CONTRACTOR, and amended by CONTRACTOR from time to time.

6. VIDEO CLIP RETENTION POLICY. CONTRACTOR's Video Clip Retention Policy ("Policy"), which shall apply with respect to the Agreement and may be updated by CONTRACTOR at any time upon written notice to CITY, is as follows: Events shall be available online for ninety (90) days and then stored on backup media and no longer available online. CONTRACTOR will charge its standard fee on a per-event basis to retrieve any video event file from backup storage. Backups will be stored for the remaining portion of one (1) year (approximately 275 days). At that time, the video associated with the event will be deleted.

7. ORDERS; DELIVERY; IMPLEMENTATION.

7.1 Order; Acceptance; Change. CITY shall initiate all purchases under this Agreement by submitting purchase orders to CONTRACTOR, which are subject to CONTRACTOR's acceptance. Upon acceptance by CONTRACTOR, all purchase orders are binding and non-cancelable, except that purchase orders may be canceled, rescheduled, or amended with CONTRACTOR's prior written approval and subject to payment of any additional fees mutually agreed by CONTRACTOR and CITY.

7.2 Delivery. All items shall be delivered to the carrier F.C.A. CONTRACTOR's designated shipping place. With respect to DriveCam video event recorders

("VERs") and other hardware purchased by CITY hereunder (collectively, "Hardware"), title to the Hardware (excluding title to the Software (as hereinafter defined)) will pass to CITY upon CONTRACTOR's delivery to the carrier. All freight, insurance, and other shipping related expenses, including but not limited to taxes and duties, shall be paid by CITY. Within fifteen (15) days after delivery of any Hardware to CITY or its designee (including any third party purchaser of CITY) hereunder, CITY must provide CONTRACTOR with written notice of any discrepancy between the applicable purchase order and the shipment delivered.

7.3 Installation of Products. If installation services are included in a purchase order, CONTRACTOR shall use commercially reasonable efforts to install the Software and Hardware acquired under this Agreement (collectively, "Products"). CITY shall provide CONTRACTOR a safe, designated installation area protected from environmental hazards. CITY shall provide CONTRACTOR with reasonable cooperation and access to all necessary CITY personnel, facilities and equipment (including the Products) for the purpose of performing its obligations hereunder. Any CONTRACTOR installation services provided hereunder shall be subject to a mutually agreed installation schedule. CITY shall be responsible for ensuring availability of vehicles and VERs and access to installation site on agreed installation date, and shall comply with all reasonable instructions related to the installation. No refunds shall apply for CONTRACTOR's failure to complete an installation due to vehicle or VER unavailability or lack of access to installation site on agreed installation date. If the implementation schedule is delayed, extended or rescheduled at CITY's request (in each case, with less than seven days' prior written notice to CONTRACTOR), CITY's failure to provide CONTRACTOR access to vehicles, facilities and/or necessary equipment or any other reason caused by CITY, CITY agrees to reimburse CONTRACTOR for any costs (including labor costs, travel, food, lodging, extra shipping fees and other project specific costs) and cancellation fees incurred by CONTRACTOR as a result of such change. CITY shall be responsible for approving the installation placement and technique on the initial VER for each major vehicle type (First Article Installation), including compliance with applicable laws. Such approval shall constitute authorization for CONTRACTOR to proceed with installation of remaining VERs using the CITY-approved placement and technique.

## EXHIBIT A-1

### VIDEO EVENT RECORDER SPECIFICATIONS

#### DC3P Product Specifications

General	
Memory available for event and data storage:	Up to 4 GB (more than 400 events)
Horizontal field of view:	130° (internal) / 80° (external)
Diagonal field of view:	152° (internal) / 99° (external)
Accelerometers	3 axis (forward, lateral, vertical)
Manual video trigger:	Yes
Industrial-grade parts:	Yes
Limited warranty:	2 years
Power	
Standard input voltage:	12V or 24V (9V min. to 30V max.)
Power input connector to event recorder:	RJ45 (short body)
Power draw in 12V (cellular not transmitting):	-532mA
Power draw in 12V (cellular transmitting):	-287mA
Power draw in Hibernation Mode (ignition OFF):	Less than 1mA (can be set per vehicle)
Connectivity	
Wireless (two models):	Cellular: CDMA/Wi-Fi, GSM/Wi-Fi (international only) Wi-Fi (802.11 b/g)
USB (both models):	USB 2.0 (USB Mini A or Mini B plug)
Advanced Functionality	
Speed, heading and location through GPS:	Yes
Infrared illumination for low light conditions:	Yes
Remote triggering:	Yes (requires standard hub)
Safety Enhancement Mode (SEM) support:	Yes
Input/output connectors for additional functionality:	Yes (requires standard hub)
Environmental	
Dimensions (excludes mounting bracket):	4.5 x 4.3 x 2.1 in. W/H/D (11.4 x 10.9 x 5.3 cm)
Operating temperature:	-40 to 185 °F (-40 to 85 °C)
Weight:	8.3 oz. (235 g)
Event Characteristics	
Average 12 second event file size:	750K – 1.3 MB
Standard resolution:	640 x 360 (230,400 pixels)
Physical Security	
Security screws used to seal unit:	Full coverage
Block to prevent power disconnection:	Yes
Power disconnect reporting:	Yes
Memory format:	NAND
Mounting bracket:	Fixed

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall charge CITY the following rates for goods and services delivered:

CONTRACTOR's rates shall remain the same for five years.

#### **Pricing Summary**

Pricing for 136 City vehicles includes purchase of the DriveCam DC3P Video Event Recorder (hardware), turn-key installation, training, all start-up fees, and a five year subscription to DriveCam Managed Services and Real Time Fleet Tracking services as set forth in Attachment 1 to this Exhibit.

#### **Annual summary**

Year 1 total costs not to exceed= \$165,278.48 which includes hardware, turnkey installation, training, startup fee (provisioning), two years of warranty, and the first year of subscription to DriveCam Managed Services, DriveCam Online<sup>®</sup> software/reporting subscription/licenses, and Real Time Fleet Tracking Services and Reporting.

**Reoccurring** annual costs (Years 2 thru 5) = \$62,679.68 which includes subscription to DriveCam Managed Services, DriveCam Online<sup>®</sup> software subscription/licenses and Real Time Fleet Tracking Services and Reporting.

#### **Pricing definitions – what's included:**

DC3P Video Event Recorder (VER) – Cellular (CDMA) – Part number VER-DC3P-0020 – This line item pricing includes DC3P Video Event Recorders (hardware required on each vehicle), wiring harnesses required for installation, mounting hardware and installation instructions and wiring diagrams. Each DC3P Video Event Recorder comes standard with a two year warranty. Extended Warranties are available for purchase upon request.

**On-site DriveCam Installation Per Unit** – Part numbers SRV-INS-0010 and SRV-INS-0011– This line item pricing includes having CONTRACTOR-certified installation technicians on-site to perform installation of the DriveCam DC3P VERs on CITY vehicles. The price includes all travel costs, per diem, labor, and installation supplies. **Provisioning Fee** – Part Number SRV-INS-0008 - This line item pricing is a one time, per VER startup fee to provision the device and backend database (drivers, coaches, and users) initial set-up costs.

**Training for Software Usage, Event Review, Driver Coaching** - Part Numbers 4235-000010-0001 and 4235-00009-0000 - This line item pricing provides the CITY's staff training as required. The price includes a combination of eLearning courses for driver coaches and program managers along with WebEx training as a team for Q/A sessions and sharing of best practice coaching in the government industry.

**Managed Services Subscription initial year and renewal years** – Part Number 4230-001MS- A - This line item pricing includes the subscription to DriveCam Managed Services; includes all cellular fees, downloading/uploading data transfer, reviewing / analyzing, scoring, reporting,

program management, assigned Client Account Manager (CAM), quarterly program reviews, and 24/7 technical support.

**DriveCam Online<sup>®</sup> Subscription initial year and renewal years** – Part Number 3235-00DOL-A - This line item pricing includes licenses to use DriveCam Online<sup>®</sup>. The subscription includes unlimited access to use the web-based DriveCam Online<sup>®</sup>; unlimited reporting, access to dashboards, key metrics, coaching analysis, insights, analytics, coaching tools, etc.

**Real Time Fleet Tracking**

The cost for this service is \$8.99 per vehicle, per month.

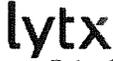
**Shipping**

CONTRACTOR provides standard ground shipping (typically five business days) to customer locations. Air freight is available at an additional charge. CONTRACTOR shall bill at the actual cost of shipping. All freight, insurance, and other shipping related expenses, including but not limited to taxes and duties, shall be paid by CITY.

**Warranty**

The Video Event Recorder (VER) carries a two-year limited warranty at \$46.90 per VER. Beyond year two the extended warranty is \$46.90 per year.

ATTACHMENT 1 TO EXHIBIT B



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 Beverly Hills CA  
 Craig Crowder  
 (310) 285-2484  
 ccrowder@beverlyhills.org

Quote Number: DC00012479  
 Created Date: 02/29/2016  
 Valid Until: 06/30/2016  
 Prepared By: Rush Akin  
 Sales Rep: Rush Akin  
 Phone: +1 8153825168  
 Email: rakin@lytx.com

**DriveCam® Program Price Quote  
 Purchase Option - NJPA**

**Bill To**

City of Beverly Hills CA  
 345 Foothill Rd.  
 Beverly Hills CA 90210

**Ship To**

<b>Purchase Option Proposal Summary</b>	
Number of Video Event Recorders (VERs): <b>136</b>	Subscription Term (Months): <b>60</b>
Number of Subscriptions: <b>136</b>	Subscription Cost (Annual): <b>\$460.88</b>
<b>Year 1 Costs</b>	
Hardware	\$74,120.00
Subscriptions	\$62,679.68
Implementation Services	\$27,988.80
Training	\$490.00
<b>Total Year 1 Costs</b>	<b>\$165,278.48</b>

**Terms:**

- Client agrees to purchase the subscriptions for the subscription term set forth above.
- Standard invoicing policy is as follows: Hardware, provisioning, implementation and training invoiced upon shipment. Subscriptions invoiced in advance per agreed billing period.
- 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.
- This order is submitted under and subject to the terms and conditions of NJPA Contract number 102811-DCI.

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

Prepared for / Bill To  
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 Valid Until: 06/30/2016  
 Prepared By: Rush Akin  
 Sales Rep: Rush Akin  
 Phone: +1 8153825168  
 Email: rakin@lytx.com

<b>Hardware</b> (One-Time Cost)				
Part No	Description	Qty	Price	Amount
VER-DC3P-0020	DriveCam 3 Plus Video Event Recorder - Cellular CDMA	136	\$545.00	\$74,120.00
<b>TOTAL</b>				<b>\$74,120.00</b>

<b>Installation Services and Accessories</b> (One-Time Cost)				
Part No	Description	Qty	Price	Amount
SRV-INS-0010	DriveCam Installation Per Unit - Standard Install	136	\$157.94	\$21,479.84
SRV-INS-0008	Provisioning Fee	136	\$47.86	\$6,508.96
<b>TOTAL</b>				<b>\$27,988.80</b>

Implementation Assumptions: VER Quantity: 136 Installation Model: Tier 1 – Standard Install

<b>Training</b> (One-Time Cost)				
Part No	Description	Qty	Price	Amount
4235-00010-0001	eLearning 5-24 students	6	\$40.00	\$240.00
4235-00009-0000	Post Training Summary and Q&A	1	\$250.00	\$250.00
<b>TOTAL</b>				<b>\$490.00</b>

<b>Subscription Fee</b> (per invoice period for Commitment Term)				
Part No	Description	Qty	Price	Amount
GSA-Tier2-MS-A	Tier 2 - Managed Service, including DriveCam Online license (Medium duty vehicles) – Invoiced Annually	136	\$353.00	\$48,008.00
4230-00FTS-A	Fleet Tracking Service Invoiced Annually	136	\$107.88	\$14,671.68
<b>TOTAL</b>				<b>\$62,679.68</b>

**Additional Information:**

Quote for Budget. NJPA Pricing. NJPA Contract 102811-DCI.-RA

**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.**

# **Attachment 2**

**5<sup>th</sup> YEAR RENEWAL OF AGREEMENT**

Made by and Between

**Lytix, Inc. (Vendor)**  
8911 Balboa Avenue  
San Diego, CA 92123

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930

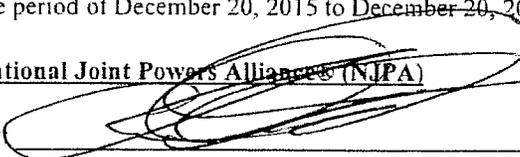
Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award #102811-DC1” for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of December 20, 2015, and which are subject to annual renewals and a 5<sup>th</sup> year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. “Vendor” and “NJPA” hereby desire and agree to exercise the 5<sup>th</sup> year renewal option for the above defined contract for the period of December 20, 2015 to December 20, 2016.

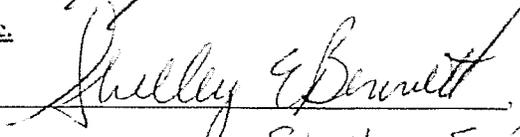
National Joint Powers Alliance® (NJPA)

By  \_\_\_\_\_, Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 8/10/15

Lytix, Inc.

By:  \_\_\_\_\_, Its: SVP Legal

Name printed or typed: Shelley E Bennett

Date 8-6-15