

## **LICENSE TO USE AGREEMENT**

This License to Use Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Pensacola, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and Daily Convo, LLC, a Florida Limited Liability Company, hereinafter referred to as "Daily Convo.”

### **RECITALS**

**A.** Daily Convo is the record titleholder and responsible for the maintenance of certain real property located within Pensacola, Escambia County, Florida, legally described in Exhibit “A,” attached to and by this reference incorporated in this Agreement, such real property being commonly known as Southtowne, located North of East Intendencia Street, South of East Romana Street, and between South Jefferson and South Tarragona Streets. Pensacola, Florida. ("Daily Convo Property").

**B.** City is the owner of the following public rights-of-way that are adjacent to the Daily Convo Property: (1) the right of way of East Intendencia Street between Jefferson and Tarragona Streets; (2) the right of way of Jefferson Street between Romana and Intendencia Streets; (3) the right of way of Tarragona Street between Romana and Intendencia Streets; and (4) the right of way of Romana Street between Jefferson and Tarragona Streets (collectively, the "City Rights-of-Way").

**C.** City has agreed to grant to Daily Convo permission to construct and maintain certain Improvements (hereinafter defined) upon portions of the Rights-of-Way, all in accordance with and subject to the terms, conditions and limitations of this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby

acknowledged, the parties agree as follows:

## **I. INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in this Agreement in their entirety.

### **AGREEMENT**

#### **1.**

City hereby grants to Daily Convo permission to construct and install, and maintain over the term of this Agreement, those certain improvements (the “Improvements”) described in the plans and specifications identified in Exhibit “A” attached hereto and incorporated herein by references, copies of which plans and specifications are attached hereto as Exhibit “B” and incorporated herein by reference (the “Plans and Specifications”) that encroach upon, use or occupy portions of the space under, on or above the City Rights-of-Way. The location and description of said Improvements and the encroachments upon the City Rights-of-Way permitted hereby are more particularly described in the Plans and Specifications.

#### **2.**

Daily Convo shall, at Daily Convo’s sole cost and expense, cause the Improvements to be constructed in a first-class, good and workmanlike manner, free from defects in materials or workmanship, by qualified and duly licensed contractors and construction professionals. The Improvements as constructed shall not materially deviate from the Plans and Specifications except with the prior written consent of the City. The initial construction of the Improvements shall be completed within five (5) years after the date of this Agreement. Any portion of the Improvements that have not been completed within such five-year period shall not thereafter be constructed except with the prior written consent of the City. All construction, maintenance, and operation in connection with such Improvements, and the use of the Improvements, shall be

performed in strict compliance with this Agreement, the Plans and Specifications, the Florida Building Code and other applicable construction and safety codes, and the Charter, Ordinances and Codes of the City and in accordance with the directions of the Director of Public Works and Facilities of City, or his duly authorized representative. All Plans and Specifications for the Improvements shall be subject to the prior written approval of the Director of Public Works and Facilities, or his duly authorized representative, but such approval shall not relieve Daily Convo of responsibility and liability for concept, design and computation in preparation of such Plans and Specifications. Any directions or approval by the Director of Public Works and Facilities shall be consistent with, and not more onerous than, the Plans and Specifications, the City's Ordinances and Codes, the Florida Building Code and other applicable construction and safety codes, and this Agreement.

At all times during the term of this Agreement, Daily Convo shall, at its sole cost and expense, maintain the Improvements in good, clean, safe and first-class order, condition and appearance and to that end shall make all necessary repairs and replacements to the Improvements.

In the event that Daily Convo desires to modify the Improvements after their initial construction is completed, and such modifications would require, under the then existing City Ordinances and Codes, a review of such modifications by a department or agency within the City, Daily Convo agrees to comply with such requirements as applicable. Further, no modification shall be made to the Improvements after their initial construction which would constitute a material deviation from the Improvements described in the Plans and Specifications except with the prior written consent of the City.

**3.**

Upon completion of construction and installation of the Improvements and thereafter, there shall be no encroachments in, under, on or above the surface area of the streets, alleys, sidewalks and other public rights-of-way involved, except as described herein and shown on the Plans and Specifications.

**4.**

Daily Convo, at no expense to the City, shall make proper provisions for the relocation and installation of any existing utilities affected by such encroachment use and occupancy, including obtaining approval and consent from the utility companies and the appropriate agencies of the State and its political subdivisions. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance or existence of such encroachment and use, Daily Convo shall pay to City an additional amount equal to such additional cost as reasonably determined by the Director of Public Works and Facilities of the City, or his duly authorized representative.

**5.**

City may enter and utilize the City Rights-of-Way at any time for any public purpose, including but not limited to the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Daily Convo understands and agrees that City shall bear no responsibility or liability for damage or disruption of Improvements, but City will make reasonable efforts to minimize such damage. City will provide Daily Convo such notice, if any, as is reasonable and appropriate under the circumstances Daily Convo before acting under this section 5.

**6.**

In order to defray all costs of inspection and supervision which City has incurred or will incur as a result of the construction, maintenance, inspection or management of the Improvements and other uses provided for by this Agreement, Daily Convo agrees to pay to City: (1) concurrently with the execution of this Agreement, an application fee in the sum of One Thousand Dollars (\$1,000.00), and (2) an annual fee in the amount of One Thousand Dollars (\$1,000.00), payable on or before each anniversary of the date of this Agreement; provided that such annual fee shall be subject to reasonable adjustment by the City from time to time should the City modify the ordinance establishing such fee during the term of this Agreement. City will send Daily Convo an invoice annually for the annual fee.

**7.**

Unless sooner terminated pursuant to the other terms of this Agreement, the term of this Agreement shall be for ninety-nine (99) years, commencing on the date this Agreement is executed by the City of Pensacola. Provided however, this Agreement may be terminated by the City upon the material non-compliance of any of the terms of this Agreement by the Licensee. City shall notify Daily Convo in writing of the non-compliance and if not cured within thirty days this Agreement shall be terminated upon a further notice of termination by City to Licensee. Any such termination shall be in addition to, and without prejudice to, any and all other rights and remedies of the City at law or in equity.

Daily Convo may terminate this Agreement upon ninety (90) days written notice to the City.

**8.**

During the term of this Agreement, the Improvements shall be the sole and separate property of Daily Convo, subject to the terms and conditions of this Agreement, and upon the termination

of this Agreement, Daily Convo shall surrender the Improvements to the City in good, clean, safe and first-class order, condition and appearance, and upon termination of this Agreement the Improvements shall automatically be and become the sole and separate property of City. Notwithstanding the foregoing, however, upon termination of this Agreement, Daily Convo shall, at the option of and upon written notice from City and at no expense to City, restore the public right-of-way, and remove the Improvements encroaching into the public right-of-way, to a condition acceptable to the Director of Public Works and Facilities, or his or her duly authorized representative, and in accordance with then existing City specifications. City shall notify Daily Convo of its election regarding such option not less than thirty (30) days before the effective date of any termination. Failure to give such notice shall be deemed a waiver of the City's right to require Daily Convo to remove the Improvements. It is understood and agreed to by Daily Convo that if this Agreement is terminated and Daily Convo fails to remove the Improvement within a reasonable time after notice of the City's election of the option to have the Improvements removed by Licensee, City may remove the Improvements and any supporting structures and may charge Daily Convo with the reasonable cost of such removal.

**THE PARTIES AGREE THAT THE DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**9.**

It is further understood and agreed upon between the parties hereto that the public rights-of-way, streets, alleys and sidewalks ("public right-of-way") to be used and encroached upon as described herein are held by City as trustee for the public; that City exercises such powers over the public right-of way as have been delegated to it by the Constitution of the State of Florida or by the Legislature; and that City cannot, and does not hereby, contract away or

limit its duty and its legislative power to control the public right-of-way for the use and benefit of the public. It is accordingly agreed that if the governing body of City may at any time during the term hereof determine in its sole discretion to use or cause or permit the right of way to be used for any other public purpose, including but not being limited to underground, surface of overhead communication, drainage, sanitary sewerage, transmission of natural or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate upon not less than ninety (90) days' written notice to Daily Convo.

**10.**

Daily Convo agrees and acknowledges that this Agreement is solely for the purpose of permitting Daily Convo to construct, maintain and locate the Improvements over or within the described public right of way and is not a conveyance of any right, title or interest in or to the public right of way other than as described in this Agreement nor any restriction on the public's right to use the public right of way, including without limitation the Improvements, for its or their intended purposes, nor is it meant to convey any right to use or occupy property in which a third party may have an interest. Daily Convo agrees that it will obtain all necessary permission before occupying such property.

**11.**

Daily Convo agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the design, construction, operation and maintenance of said Improvement, encroachment and uses.

**12.**

Daily Convo agrees to pay promptly when due all fees, taxes or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.

13.

Daily Convo covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Daily Convo shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The doctrine of respondeat superior shall not apply as between City and Daily Convo, its officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Daily Convo.

14.

**DAILY CONVO COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, VOLUNTEERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, FOR PROPERTY DAMAGE OR LOSS, PERSONAL INJURY, AND DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE DESIGN, CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF THE IMPROVEMENTS AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS,**

AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY OR DAILY CONVO; AND DAILY CONVO HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES. HOWEVER, THIS PROVISION IS NOT INTENDED TO REQUIRE DAILY CONVO TO INDEMNIFY CITY FOR CITY'S OWN FAULT OR NEGLIGENCE, OR THE FAULT OR NEGLIGENCE OF PERSONS ACTING ON BEHALF OF THE CITY IN ANY CAPACITY. DAILY CONVO SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LOSS, INJURY OR DAMAGE TO CITY PROPERTY TO THE EXTENT ARISING OUT OF OR CAUSED BY ANY AND ALL ACTS OR OMISSIONS OF DAILY CONVO, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

WITHOUT LIMITING THE GENERALITY OF THE FORGOING, DAILY CONVO AGREES TO PAY ON BEHALF OF THE CITY AND TO PROVIDE A LEGAL DEFENSE FOR THE CITY WITH LEGAL COUNSEL OF CITY'S CHOICE AND REASONABLY ACCEPTABLE TO DAILY CONVO, BOTH OF WHICH WILL BE DONE ONLY IF AND WHEN REQUESTED BY THE CITY, FOR ALL CLAIMS AND OTHER ACTIONS OR ITEMS WHICH ARE THE DAILY CONVO'S RESPONSIBILITY UNDER THIS SECTION. SUCH PAYMENT AND LEGAL DEFENSE ON BEHALF OF THE CITY SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE CITY AND SHALL NOT BE CONSIDERED TO BE THE CITY'S EXCLUSIVE REMEDIES.

**NOTHING IN THIS SECTION SHALL BE DEEMED A CHANGE OR MODIFICATION IN ANY MANNER WHATSOEVER OF THE METHOD OR CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY CLAIM OR LEGAL LIABILITY AGAINST THE CITY. THIS SECTION SHALL IN NO WAY BE CONSTRUED AS A WAIVER, IN WHOLE OR IN PART, OF THE CITY'S SOVEREIGN IMMUNITY UNDER THE CONSTITUTION, STATUTES AND CASE LAW OF THE STATE OF FLORIDA.**

15.

**THE PARTIES AGREE THAT THE FOREGOING DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 14 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY STATE OF FACTS THAT EXISTS.**

While this Agreement is in effect, Daily Convo agrees to furnish City with a Certificate of Insurance, naming City as Certificate Holder and Additional Insured, as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of public property pursuant to this Agreement. The coverages and amounts of such insurance shall be not less than the following:

Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate. Coverage must be provided for bodily injury and property damage liability for premises, operations, products and completed operations contractual liability and independent contractors. The coverage shall be written on an Occurrence Basis and list the City of Pensacola as an additional insured. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

The coverage will be considered primary as relates to all provisions of the Agreement.

As used in this Section, “the City” is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

Daily Convo understands and agrees that such insurance amounts may in the future be reasonably revised upward at City’s option and that Daily Convo shall so revise such amounts immediately following notice to Daily Convo of such requirement. Such insurance policy shall provide that it cannot be canceled or amended without at thirty (30) days’ prior written notice to the City of Pensacola. A copy of the current Certificate of Insurance is attached as attached as Exhibit “C.” Daily Convo agrees to submit a similar Certificate of Insurance annually to City on the anniversary date of the effective date of this Agreement. The “Holder Address” is City of Pensacola, Risk Management, P.O. Box 12910, Pensacola FL 32521.

Daily Convo shall maintain and keep in force such public liability insurance at all times during the term of this Agreement and until the removal of the Improvements and the cleaning and restoration of the city streets affected by the Improvements. All insurance coverage required herein shall include coverage of all Daily Convo’s contractors.

**16.**

Daily Convo agrees to pay necessary costs to record this Agreement in its entirety in the deed records of Escambia County, Florida. After being recorded, the original shall be returned to the City Clerk of the City of Pensacola, Florida.

**17.**

In any dispute between the parties that arises out of or relates to this Agreement, the prevailing

party shall recover its reasonable attorneys' fees and costs from the non-prevailing party, whether incurred in negotiation, mediation, arbitration, litigation, or on appeal. The attorneys' fees and costs awarded shall also include the reasonable attorneys' fees and costs for proceedings to determine the entitlement to and amount of any award of attorneys' fees or costs. **The parties agree that the provisions of this Section 17 shall survive the termination of this Agreement.**

**18.**

Daily Convo covenants and agrees that it will not assign all or any of its rights, privileges or duties under this contract without the prior written approval of the Mayor or his or her designee, which approval will not be unreasonably withheld or conditioned. Any attempted assignment without prior written approval will be void. A change in the control or majority ownership of Daily Convo shall be deemed an assignment for purposes of this Section 18, requiring the prior written approval of the Mayor or his or her designee, which approval will not be unreasonably withheld or conditioned.

**19.**

**PUBLIC RECORDS**

The parties acknowledge that this Agreement is a public record under Florida Law, and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Exhibit "C" attached hereto and incorporated by reference. **The parties agree that the provisions of this Section 19 shall survive the termination of this Agreement.**

20.

**NOTICES**

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to City:

City of Pensacola  
Attn: City Administrator  
222 W. Main Street  
Pensacola, Florida 32502

With a copy to:

City of Pensacola  
Attn: City Attorney  
222 W. Main Street  
Pensacola, Florida 32502

If to Daily Convo:

Daily Convo, LLC  
321 N. Devilliers St., Suite 103  
Pensacola, FL 32501

With a Copy to:

Scott A. Remington  
Clark Partington  
125 E. Intendencia  
Pensacola, FL 32502  
PO Box 13010  
Pensacola, FL 32591-3010

Notices mailed in accordance with the provisions of this Section 20 shall be deemed to have been given on the fifth (5<sup>th</sup>) business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

### **III. MISCELLANEOUS**

#### **1.**

#### **No Joint Venture or Partnership**

This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement.

#### **2.**

#### **No Personal Liability**

No official, director, officer, agent or employee of City or Daily Convo shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

#### **3.**

#### **Severability**

The terms of this Agreement are severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

#### **4.**

#### **Governing Law**

This Agreement shall be subject to and governed by the laws of the State of Florida, without regard for principles regarding choice or conflict of laws. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Circuit Court of Escambia County, Florida.

5.

### **Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.

### **Headings**

Section and paragraph titles and headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

7.

### **Binding Effect**

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns. Further, this Agreement burdens the Daily Convo Property, shall run with said land, and shall be binding upon and enforceable against Daily Convo and each future owner in fee simple of the Daily Convo Property or any portion thereof or interest therein, and each and every such future owner shall be deemed to have assumed and agreed to perform all duties and obligations of Daily Convo under this Agreement. Accordingly, the term “Daily Convo” as used in this Agreement shall mean Daily Convo, LLC, its successors, permitted assigns and successors-in-title to the Daily Convo Property or any portion thereof or interest therein.

8.

### **Entire Agreement**

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersede any prior agreement or understanding relating to the subject matter of this Agreement.

9.

**Modification**

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement.

10.

**Authority to Execute; Authority to Consent on Behalf of City**

Each party to this Agreement represents to the other party that the person executing this Agreement on behalf of either party has the agency and authority to execute this Agreement and bind the party on whose behalf such person is executing this Agreement. Each party further represents that all actions necessary to approve this Agreement and to convey the authority to execute this Agreement have been properly completed as required by applicable law, ordinance, or other governing organizational documents.

Further, whenever the consent or approval of the City is required, requested or permitted under this Agreement, such consent shall be given, if at all, or withheld by the Mayor of the City or his or her designee.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officials or agents thereunto duly authorized, as of the day and year first above written.

**CITY OF PENSACOLA**  
a Florida municipal corporation

(AFFIX CITY SEAL)  
Attest:

By: \_\_\_\_\_  
Ashton J. Hayward, Mayor

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Legal in form and valid as drawn:

Approved as to content:

\_\_\_\_\_

Lysia H. Bowling, City Attorney

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
of:

**DAILY CONVO, LLC** in the presence

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Ashton J. Hayward, Mayor of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of said municipal corporation. Said person is personally known to me and/or produced a current Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARY SEAL)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, as \_\_\_\_\_ of Daily Convo, LLC, a Florida limited liability company, on behalf of said company. Said person is personally known to me and/or produced a current Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARY SEAL)



## EXHIBIT “C”

### FLORIDA PUBLIC RECORDS COMPLIANCE REQUIREMENTS

Daily Convo shall comply with Chapter 119, Florida Statutes. Specifically, Daily Convo shall:

- A.** Keep and maintain public records required by the City to perform under this Agreement.
- B.** Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 Agreement term and following the completion of the Agreement if Daily Convo does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Daily Convo or keep and maintain public records required by the City to perform the service. If Daily Convo transfers all public records to City upon completion of the Agreement, Daily Convo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Daily Convo keeps and maintains public records upon completion of the Agreement, Daily Convo shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Daily Convo to comply with Chapter 119, Florida Statutes, shall be grounds for termination of this Agreement by City as provided herein.

**IF DAILY CONVO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DAILY CONVO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502.**