

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/09/2022

Contract/Lease Control #: C18-2641-AP

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2023

Description of: DATA FEED AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-264HAP Tracking Number: 48672e

Procurement/Contractor/Lessee Name: Infax, Inc Grant Funded: YES ___ NO X

Purpose: data feed agreement renewal

Date/Term: 7-31-23 1. GREATER THAN \$100,000

Department #: 4202 2. GREATER THAN \$50,000

Account #: 546900 3. \$50,000 OR LESS

Amount: 9,830.00

Department: Airport Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-3-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-4-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 8-4-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Thursday, August 4, 2022 8:40 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Parsons, Kerry
Subject: RE: Infax support and flightview renewal

DeRita,

Good morning, this is approved by Risk for insurance purposes.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, August 4, 2022 9:14 AM
To: DeRita Mason
Cc: Parsons, Kerry; Kristina LoFria
Subject: Re: Infax support and flightview renewal

Under section 9.G. of the SSA, "State of Georgia" needs to be changed to "State of Florida."

In the Data Feed Agreement, the Chairman's name needs to be updated.

With these two changes, this is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, August 3, 2022 3:00:28 PM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Kristina LoFria
Subject: FW: Infax support and flightview renewal

Ladies,
Allyson sent me the attached for review today, it fell off their radar and they have expired. Can you review this in the next day or so?
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960



Infax - Flightview XML Data Feed Agreement Terms and Conditions

WHEREAS Okaloosa County Board of County Commissioners on behalf of its Airport, (hereinafter, "CUSTOMER") has purchased an **INFAX Software Service for Flightview XML Data Feed**, NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. INFAX SCOPE: INFAX will provide Software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed on the Destin-Fort Walton Beach Airport website.

2. CUSTOMER RESPONSIBILITIES: CUSTOMER is responsible for complying with the following:

- a. Provide Infax with remote access to the Destin-Fort Walton Beach Airport FIDS Server.
- b. Ensure that your website provider incorporates the information provided by Infax into your website including search capabilities, creative development, etc.

3. FEE: The annual fee for the Flightview XML data feed is \$9,830.00. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. The monthly Flightview XML data feed fee shall be paid monthly in advance or the fee may be paid on an annual basis. All current fees must be paid in order for services to be rendered under this agreement.

4. LENGTH OF AGREEMENT: This agreement is for one year beginning August 1, 2022 and expiring July 31, 2023. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.

5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

Should any invoice under this agreement be unpaid for more than 45 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any monthly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any monthly invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the monthly fee for the agreement in effect at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, Both parties may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or

CONTRACT: C18-2641-AP
INFAX, INC.
DATA FEED AGREEMENT
EXPIRES: 07/31/2023



Authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

6. INVOICING: The fee due hereunder shall be invoiced in advance.

7. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

8. GENERAL:

A. **TAXES:** CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement.

B. **EQUIPMENT OPERATORS:** CUSTOMER shall provide trained equipment operators.

C. **AVAILABILITY OF SERVICE:** The services covered by this agreement are available only at locations within the United States and its possessions.

D. **NOTICES:** All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.

E. **ASSIGNMENT:** Customer cannot assign this agreement without the express written consent of INFAX.

F. **HEADINGS:** The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.

G. **GOVERNING LAW:** This agreement shall be governed and construed according to the laws of the State of Florida.

H. **EFFECTIVE DATE:** This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

9. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

10. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

11. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.



12, INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

13. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.infax.com

INFAX, INCORPORATED

Signature: *Daniel L. McWilliams*

Name: Daniel L. McWilliams

Title: CFO

Date: 8/4/2022

CUSTOMER

Signature: Jeffrey A Hyde
Digitally signed by Jeffrey A Hyde
Date: 2022.08.09 14:44:23 -05'00'

Name: _____

Title: _____

Date: _____



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Flightview XML Data Feed Agreement Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person Jamie Milton Phone 850-651-7160 ext. 1047

Customer Contact Person Carol Arrieta Phone 850-651-7160 ext. 1008

Period Covered by this Agreement: August 1, 2022 - July 31, 2023



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Flightview XML Data Feed Agreement

Exhibit 2, Insurance Requirements

All policies shall include Okaloosa County as an additional insured. In addition, all insurance policies shall include a clause to provide thirty (30) days written notice to County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to initial contract and annually upon renewal, Operator shall furnish County a certificate(s) of insurance evidencing all required insurance. The certificate(s) of insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32436 and a copy to the Destin Fort Walton Beach Airport, Airport Administration, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Operator shall deliver an exact copy of the policy or policies including all endorsements. See following.