

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/06/2019

Contract/Lease Control #: C20-2889-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FASTCASE.COM, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2020

Description of LICENSE AGREEMENT/LEGAL RESEARCH ONLINE

Department: COR

Department Monitor: ESMOND

Monitor's Telephone #: 850-689-5690

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

Closed:

Cc: BCC RECORDS

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 12/14/2019, from 8:00 AM to 8:00 PM

ALERT: A December 6th change to TLS Cipher Suites could impact browsers and web clients. System-to-System users should contact FSD for details.

Search Results

Current Search Terms: **Fastcase.com, Inc.***

Total records: 1

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Result Page: 1

Sort by **Relevance** Order by **Descending**

Your search for **Fastcase.com, Inc.*** returned the following results...

Entity	Fastcase.com, Inc.	Status: Active
DUNS: 008610920	CAGE Code: 511A3	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 08/15/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

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Result Page: 1



HW-PS-2019-1107-1527
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3655-19
Procurement/Contractor/Lessee Name: Fastcase Cm Grant Funded: YES ___ NO X
Purpose: License Agreement - legal law library
Date/Term: 1yr 1. GREATER THAN \$100,000
Amount: 2700.00 2. GREATER THAN \$50,000
Department: COR 3. \$50,000 OR LESS
Dept. Monitor Name: Vaughn

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-23-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)
Approved as written: NO federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review
Approved as written: see email attached Date: 9-25-19
_____ Date: _____
Risk Manager or designee

County Attorney Review
Approved as written: see email attached Date: 9-1-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance
Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, September 25, 2019 9:11 AM
To: DeRita Mason
Subject: RE: Legal Research Provider

DeRita

This is approved by risk management. There is no insurance requirement.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 23, 2019 8:20 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Legal Research Provider

Please review and approve the attached.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 1, 2019 10:24 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Legal Research Provider

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 30, 2019 11:47 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: Legal Research Provider

Please see attached with revisions.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

**LICENSE AGREEMENT
BETWEEN
OKALOOSA COUNTY, FL BCC and FASTCASE.COM INC.**

This License Agreement ("Agreement") is made and entered into as of October 28, 2019, by and between Fastcase.com, Inc. ("Fastcase"), a Delaware Corporation headquartered at 711 D Street, N.W., Suite 200, Washington, DC 20004 and Okaloosa County, a political division of the State of Florida ("Subscriber"), located at 1250 N. Eglin Parkway, Shalimar, FL 32579.

WITNESSETH

WHEREAS Fastcase is a legal publishing company that provides a comprehensive online legal research system; and

WHEREAS the Subscriber wishes to provide Federal and State case law information to inmates incarcerated in Okaloosa County jail; and

WHEREAS Fastcase and the Subscriber desire to provide the jail Chief Correctional Officer, or up to three designees, unlimited availability to a comprehensive database of primary law, to share with inmates, through Fastcase's online legal research system; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings. Other terms are defined elsewhere in this Agreement.

- 3.1 **"Agreement"** means this license agreement between Fastcase and the Subscriber, and any amendments or additions that may be made in writing by the mutual agreement of both parties from time to time.
- 3.2 **"Cause"** means, with respect to any party to this Agreement, (i) a Material Breach of any term or condition of, this Agreement that is not cured within thirty (30) days after written notice thereof or (ii) a filing by the other party of a petition in any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 90 days).
- 3.3 **"Inmate"** means a prisoner entitled to access to material, as determined by agency policy of the Subscriber to which this license is granted, such use to be made in the headquarters of the Subscriber's inmate programs.
- 3.4 **"Effective Date"** means the date on which the Subscriber is provided access to the Fastcase system. The Effective Date is expected to be approximately October 1, 2019.
- 3.5 **"Fastcase Data"** means any data contained on servers controlled by Fastcase or accessed through the Fastcase system.
- 3.6 **"Fastcase Premium Plan"** means the subscription plan offered for retail sale by Fastcase, typically for \$995 per terminal per annum, including access

to a database of opinions of the supreme courts and courts of appeal of all 50 states and federal cases.

3.7 "Fastcase System" means the online legal research system sold by Fastcase as of the Effective Date on a subscription basis to its customers.

3.8 "License" means the license described in Section 4 of this Agreement.

3.9 "Material Breach" means the failure of the Subscriber to timely pay Fastcase the license fee pursuant to Section 4 of this Agreement; and the failure of Fastcase to provide Subscriber access to the Fastcase System pursuant to Section 2 of this Agreement. Should Fastcase be liable for a Material Breach, the Subscriber will be entitled to a pro rata refund of monies paid for any period during that breach.

4. License. Fastcase agrees to provide access to the Fastcase System to Subscriber in the headquarters of the facility library pursuant to this Agreement. The Subscriber may not sell, license, publish, or otherwise distribute any part of the Fastcase Data, and may not permit any employee, inmate, or other third party to this Agreement to sell, license, publish, copy, or otherwise distribute any part of the Fastcase Data. Nothing in this Agreement shall provide any inmate or the Subscriber any rights of or claims in ownership of the Fastcase Data.

5. License Fee. In consideration of Fastcase providing the Fastcase System to the Subscriber in the library headquarters of the jail as set forth herein, the Subscriber shall pay to Fastcase two thousand seven hundred dollars (\$2,700) per year for the Term of this Agreement, which will be for one year following October 1, 2019. Payment will be due and payable within 30 days of the execution of this Agreement.

6. Term and Termination.

6.1 Term. The term of this Agreement shall be one (1) year from the Effective Date (the "Term"). Thereafter the Agreement shall automatically renew in one-year increments unless either party elects to terminate the Agreement, for any reason, by giving written notice 60 days prior to the anniversary of the Effective Date.

6.2 Termination for Cause. Notwithstanding any other provision to the contrary, either party may terminate this Agreement for Cause within 60 days upon providing written notice to the other party, unless such breach shall have been cured within the applicable cure period, if any, specified in Section 3.2.

7. Confidential Information

7.1 "Confidential Information" means any data or information disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") during the Term, which is of value to the Disclosing Party, that is not generally known to the public, including any ideas, concepts or techniques contained therein. "Confidential Information" shall include, but not be limited to the terms and conditions of this Agreement. Each party during the Term and for three (3) years after the termination or expiration of this Agreement (a) shall hold such other party's Confidential Information received pursuant to this Agreement in confidence, and in doing so shall use no less than the standard of care that it uses to avoid publication, disclosure and dissemination of its most sensitive and confidential information, and (b) shall not disclose such

Confidential Information to any third party without prior written approval of the other party to this Agreement.

- 7.2 These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:
- (a) after it has become generally available to the public without breach of this Agreement by the recipient;
 - (b) that was known to the Receiving Party at the time of disclosure;
 - (c) that the Disclosing Party agrees in writing is free of such restrictions; or is disclosed with the written approval of the Disclosing Party;
 - (d) that is independently developed by the Receiving Party without reference to the Confidential Information;
 - (e) that becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party, provided that to the best of the Receiving Party's knowledge such source is not in breach of a confidentiality agreement with the Disclosing Party; or
 - (f) that is required to be disclosed pursuant to governmental or judicial process or that is required to be disclosed by law, such as the Florida Public records Law. In such a case, the Receiving Party will provide prompt written notice, to the extent legally permissible, to the Disclosing Party so that the Disclosing Party may seek a protective order or take other appropriate action, and the Receiving Party will furnish only that portion of Confidential Information that is required.
- 7.3 All Confidential Information shall remain the exclusive property of the Disclosing Party and it, and all copies, notes, or records thereof (including computer disks or records) shall be returned (or destroyed, upon the Disclosing Party's written request) promptly upon written request.
- 7.4 Upon its discovery of any unauthorized possession or use of any of the Confidential Information, the receiving party shall immediately notify the Disclosing Party, and shall cooperate with the disclosing party to regain possession or prevent further unauthorized use of the Confidential Information.
- 7.5 The parties agree that breach of this Section 7 will cause irreparable damage and that injunctive relief is appropriate to prevent such a breach.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 **Subscriber Warranties.** Subscriber represents and warrants that:
- (a) it has the right, power, and authority to enter into this Agreement; and
 - (b) it has not made any agreement with any other party that might conflict in any way with this Agreement and its terms and conditions.
- 8.2 **Fastcase Representations and Warranties.** Fastcase represents and warrants that:

- (a) it has the right, power, and authority to enter into this Agreement; and
- (b) it has not made any agreement with any other party that might conflict in any way with this Agreement and its terms and conditions; and
- (c) the Fastcase Data does not infringe any statutory copyright, common law literary right, intellectual property, or any proprietary right of any third party; and
- (d) the Fastcase Data does not contain any viruses, Trojan horses, worms, trap doors, hidden sequences, hot keys, cancelbots, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

9. LIABILITY / INDEMNIFICATION.

- 9.1 Subscriber Indemnification.** To the extent provided by law, the Subscriber shall, at its own expense, defend, indemnify and hold Fastcase harmless against any claim or action brought against Fastcase based on, as a result of, or in connection with: (i) any act or omission in the course of performing Subscriber's obligations under this Agreement, and (ii) any breach by it of any representation, warranty, or obligation of Subscriber under this Agreement. This provision does not waive any immunities as provided by law.
- 9.2 Fastcase Indemnification.** Fastcase shall, at its own expense, defend, indemnify, and hold the Subscriber harmless against any claim or action brought against Subscriber based on, as a result of, or in connection with: (i) any act or omission in the course of performing Fastcase's obligations under this Agreement, and (ii) any breach by it of any representation, warranty, or obligation of Fastcase under this Agreement.
- 9.3 Notice and Control.** Each party's indemnification obligations hereunder shall be subject to (a) receiving prompt written notice of the existence of any claim or action subject to indemnification; (b) being able to, at its option, control the defense of such claim or action; (c) permitting the indemnified party to participate in the defense of any such claim or action; and (d) receiving full cooperation of the indemnified party in the defense thereof.

10. NO WARRANTY.

EXCEPT AS STATED ABOVE, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH SERVICES PERFORMED UNDER THIS AGREEMENT.

- 11. Responsible Parties and Notice.** Any notice, request, or demand required or permitted to be given hereunder by either party will be deemed duly given when mailed by certified

mail, postage prepaid, addressed to the respective parties at the following addresses or at such other addresses as either of them may heretofore have designated to the other for such purpose.

For Okaloosa County, FL

Greg Kisela
Public Safety Director, Interim
1250 N. Eglin Parkway, Suite 102
Shalimar, FL 32579
(850) 651-7515
OkaloosaDOC@myokaloosa.com

For Fastcase:

Phil Rosenthal, Esq., Ph.D.
President
Fastcase, Inc.
711 D Street, N.W.
Suite 200
Washington, DC 20004
(202) 999-4777
phil@fastcase.com

12. Miscellaneous.

- 12.1 Survival.** Sections 7, 9, 10, and 11 shall survive the termination of this Agreement and extend to any successors, licensees, distributors, and assigns of the Parties.
- 12.2 Entire Agreement; Modification; Waivers.** This Agreement constitutes the entire agreement and understanding between the Subscriber and Fastcase regarding the subject matter. No modification or waiver of this Agreement shall be binding unless in writing and signed by both parties.
- 12.3 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of this Agreement, including that provision, in any other competent jurisdiction.
- 12.4 Successors and Assigns.** This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto. This Agreement shall not be assignable or otherwise transferable by a party without the prior written consent of the other party, such consent not to be unreasonably withheld, and any attempt to so assign or transfer this Agreement without such consent shall be void and of no effect.
- 12.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to its conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date indicated above.

OKALOOSA COUNTY, Florida

By: 

Greg Kisela, Public Safety Director, Interim

FASTCASE.COM, INC.

By: Phil Rosenthal

Philip J. Rosenthal, Esq.
President
711 D Street, N.W.
Suite 200
Washington, DC 20004