

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: November 8, 2023

Contract/Lease Control #: C24-3917-GM

Procurement#: SOLE SOURCE

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: FORERUNNER INDUSTRIES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/07/2023

Expiration Date: 11/06/2024 W/ YEARLY RENEWALS

Description of: FLOODPLAIN MANAGEMENT PROGRAM

Department: GROWTH MANAGEMENT

Department Monitor: ELLIOT KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: ekampert@myokaloosa.com

Closed: \_\_\_\_\_

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: TBD-C24-3917-GM Tracking Number: 4974-23  
Procurement/Contractor/Lessee Name: Forerunner Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: Elevation Certificate Software  
Date/Term: yearly 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: see attached 3.  \$50,000 OR LESS  
Amount: \$ 58,000  
Department: GM Dept. Monitor Name: Kamryn

*Purchasing Review*  
Procurement or Contract/Lease requirements are met: DeRita Mason Date: 9-29-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, 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: 10-3-23  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

*County Attorney Review*  
Approved as written: see email attached Date: 10-5-23  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**C24-3917-GM**  
**FORERUNNER INDUSTRIES, INC.**  
**Floodplain Management Program**  
**Expires: 11/6/2024 W/ Yearly Renewals**

## Amber Hammonds

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**To:** DeRita Mason  
**Subject:** RE: Forerunner Draft Agreement

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**From:** Odessa Cooper-Pool <[ocooperpool@myokaloosa.com](mailto:ocooperpool@myokaloosa.com)>  
**Sent:** Tuesday, October 3, 2023 8:33 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)>  
**Subject:** RE: Forerunner Draft Agreement

Good morning DeRita,

The Forerunner Draft Agreement has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

### Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

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.

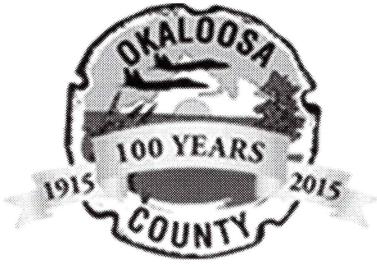
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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, September 29, 2023 1:29 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)>; Odessa Cooper-Pool <[ocooperpool@myokaloosa.com](mailto:ocooperpool@myokaloosa.com)>; Jacqueline Matichuk <[jmatichuk@myokaloosa.com](mailto:jmatichuk@myokaloosa.com)>  
**Subject:** Forerunner Draft Agreement

Good afternoon,  
Please review and approve.  
Lynn/Kerry-I did my best to try and catch all the things.

Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Office:(850) 689-5960 Ext. 6966  
Cell: (850) 826-8010  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, October 5, 2023 4:34 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons  
**Subject:** Re: Forerunner Draft Agreement  
**Attachments:** OKALOOSA COUNTY FL\_ MSA + SOW 10.5.23.docx

DeRita,

With the changes and comments addressed, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Friday, September 29, 2023 2:28:42 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** Forerunner Draft Agreement

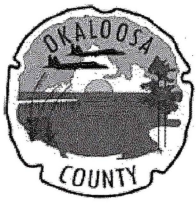
Good afternoon,  
Please review and approve.  
Lynn/Kerry-I did my best to try and catch all the things.

Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA REQUEST**

**DATE:** November 7, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Elliot Kampert  
**SUBJECT:** Purchase of Forerunner Elevation Certificate Software  
**DEPARTMENT:** Growth Management  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** Board of County Commissioners requested to approve purchase of Forerunner Elevation Certificate software as a sole source provider.

**BACKGROUND:** Included in Growth Management's FY 24 Budget are funds to purchase a software package from Forerunner Industries that will greatly enhance the County's floodplain management program. Implementing a Floodplain Management Program is an essential part of the County's ability to participate in the National Flood Insurance Program (NFIP) and the associated Community Rating System (CRS). Through the County's implementation of its floodplain management program as evaluated through the CRS, the County's flood insurance policy holders enjoy a 25% discount on premiums.

As part of the floodplain management program, the County must review and maintain records of elevation certificates for every structure (with some very minor exceptions) constructed in the various flood zones. Implementation of the elevation certificate program is a critical part of floodplain management; failure to do so can result in a jurisdiction losing a favorable rating, or even being expelled from the NFIP.

Forerunner's elevation certificate software was developed in conjunction with the Florida Division of Emergency Management for the specific purpose of managing the elevation certificate aspects of the National Flood Insurance Program requirements. Forerunner is the only vendor available that has developed software customized for the extraction of data from Elevation Certificates and for parcel-level floodplain management analysis and is the sole creator and distributor of this software.

Examples of the essential functions provided by Forerunner that are not available in other permit-related software, include, but are not limited to:

- automated conversion of building elevations to vertical datum,
- ability to directly export data during NFIP and CRS reviews,
- automated calculation of Design Flood elevations,
- ability to export data directly to FDEM following a flood event or disaster
- link to FEMA map products, and
- automated lowest flood elevation determination,

Forerunner was selected as a sole source provider by the Florida Department of Emergency Management as well as Pasco County (see attached sole source letters), and is utilized by

numerous Florida communities. The County's Purchasing Department has reviewed the documentation and approved this purchase as a sole source in accordance with the County Purchasing Manual.

The attached Master Service Agreement and Scope of Work have been approved by the County Attorney and Purchasing departments.

**FUNDING SOURCE:**

Planning (General Fund) will pay 75%:

Dept 0108 Account 552801 - this is for purchase of the system FY 24 budget = \$51,000

Dept 0108 Account 534900 - this is for annual maintenance FY 24 budget = \$15,000

Inspections (Enterprise Fund) will pay 25%:

Dept 4400 Account 552801 - this is for purchase of the system FY 24 budget = \$17,000

Dept 4400 Account 534900 - this is for annual maintenance FY 24 budget = \$5,000

**OPTIONS:** The Board may approve or reject the purchase of the Forerunner elevation certificate software program.

**RECOMMENDATIONS:** Staff recommends that the Board approve the purchase of the Forerunner elevation certificate software program.




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Elliot Kampert, Director - Growth Management

10/30/2023

**RECOMMENDED BY:**



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John Hofstad, County Administrator

10/31/2023

**APPROVED BY:**



**SOLE SOURCE PURCHASE JUSTIFICATION**

A sole source is when the commodity or service cannot be obtained from other sources. A sole source is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

**C24-3917-GM**  
**FORERUNNER INDUSTRIES, INC.**  
**Floodplain Management Program**  
**Expires: 11/6/2024 W/ Yearly Renewals**

**Date:** 09/29/2023

**PR No:**

**Requestor:** Elliot Kampert

**Phone No:** 850-651-7524

**Department/Division:** Growth Management Department

**Item Description:** Software for the automated review, filing, display, and export of elevation certificates as needed for the County's participation in the National Flood Insurance Program (NFIP) and NFIP Community Rating System.

**Vendor:** Forerunner Industries, Inc.

**Vendor's Address:** 548 Market Street #93531 San Francisco, CA 94104

**Vendor's Telephone No:** 201-674-2791

**Point of Contact:** Owen MacNeill

**Sole Source Justification:** See attached for additional information: Forerunner's floodplain management/elevation certificate software was developed in conjunction with the Florida Division of Emergency Management for the specific purpose of managing the elevation certificate aspects of the National Flood Insurance requirements. As shown in the attached Sole Source (attach additional docs if any)

**Check One:**

- The item is available only from **ONE** vendor (sole source justification is above or attached).
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

09/29/2023

**Requesting Department Director Signature (or authorized Designee)**

**Date**

**REVIEW BY OMB AND PURCHASING**

Approved:

**OMB and Purchasing Department Comments:**

Denied:

**OMB Director Signature**

Faye Douglas

Digitally signed by Faye Douglas  
Date: 2023.10.02 11:25:52 -05'00'

**Date**



## **Sole Source Statement from County Justification Request Form**

Forerunner's floodplain management/elevation certificate software was developed in conjunction with the Florida Division of Emergency Management for the specific purpose of managing the elevation certificate aspects of the National Flood Insurance requirements. As shown in the attached Sole Source letter and Product Comparison, Forerunner is the only vendor available that has developed software customized for the extraction of data from Elevation Certificates and for parcel-level floodplain management analysis and is the sole creator and distributor of our cloud-based Floodplain Management software solution and has no other distributors or authorized repair/service centers. Examples of the essential functions provided by forerunner that not available in other permt-related software, include, but are not limited to: automated conversion of building elevations to vertical datum, ability to directly export data during NFIP and CRS reviews, automated calculation of Design Flood elevations, link to FEMA map products, automated lowest flood elevation determination, and many other functions. Forerunner was selected as a sole source by Pasco County (see accompanying documentation) and is utilized by numerous Florida communities.

**NOTICE OF INTENDED DECISION  
TO ENTER INTO A SINGLE SOURCE CONTRACT  
(PUR 7778)**

This notice of intended decision to enter into a single source contract is posted in accordance with section 287.057(3)(c), Florida Statutes.

AGENCY: FLORIDA DIVISION OF EMERGENCY MANAGEMENET

TITLE: Elevation Certificate Cloud System

CONTACT:

Name: Mina Barekat

Address: 2555 Shumard Oak Blvd. Tallahassee, FL. 32399

Telephone: (850) 815-4621

Email: [Mina.Barekat@em.myflorida.com](mailto:Mina.Barekat@em.myflorida.com)

Internal tracking number, if any: SS-DEM-22-23-006

DMS Single Source number, if applicable: NA

Date posted: August 23, 2022      Time Posted: 4:15 PM

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate): 81112200; Software Maintenance and Support

Requestor (division, bureau, office, individual, as appropriate):  
Jason Ray, ITM Bureau, Florida Division of Emergency Management

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate): Performance requirements as outlined in section 472.0366, F.S., to provide a cloud based method of submission of elevation certificates by surveyor and mappers and made available through the Division's website.

Intended source (vendor, contractor):  
Forerunner Industries, Inc.



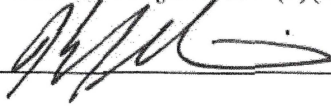
Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate): Forerunner offers the only source of software and platform capabilities tailored to machine learning data extraction, synthesizing data, and conclusion-based approach of data elements with corresponding quality control and rule based checks to specifically process elevation certificates in PDF format and convert to a digital database and Geographic Information System (GIS) hosted feature service format.

**C24-3917-GM**  
FORERUNNER INDUSTRIES, INC.  
Floodplain Management Program  
Expires: 11/6/2024 W/ Yearly Renewals

Approved By (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing, DMS approver)

Approved by DMS in accordance with §287.057 (3)(c)2

Kevin Guthrie, Director: \_\_\_\_\_



**Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**



## **NOTICE OF INTENT TO SOLE SOURCE**

Posted 3/24/2022

This is a notice of intent from the Director of Purchasing to the Board of County Commissioners of Pasco County, to award the following sole source purchase.

**SOLE SOURCE PURPOSE: PURCHASE OF FLOODPLAIN MANAGEMENT SOFTWARE**

**INTENDED AWARD TO: FORERUNNER INDUSTRIES, INC.**

**INTENDED AMOUNT OF AWARD: [REDACTED]**

If the protest relates to the award of a sole source, a written protest must be filed no later than 5:00 p.m., on the seventh (7<sup>th</sup>) business day after posting of the award recommendation.

**Failure to file a protest within the time prescribed in Section 2-124 of the Pasco County Amended Purchasing Ordinance (Ord. 18-16) shall constitute a waiver of any such protest.**

Further questions regarding the award of this solicitation should be submitted to the Purchasing Department at 727-847-8194.

Kimberlie Miller  
Interim Purchasing Director  
Pasco County Board of County Commissioners

**PURCHASING DEPARTMENT**

## Sole Source Justification Letter

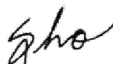
Forerunner is software designed to help with Floodplain Management and the Community Rating System (CRS). Our Municipal dashboard simplifies workflows and saves time for resource-constrained communities, while our Resident App provides a turn-key Flood Information Center for residents.

Forerunner Industries, Inc. is the only vendor that provides a unique suite of software that allows municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP), and streamline activities related to the Community Rating System (CRS) program. Forerunner is also the only vendor available that has developed software customized for the extraction of data from Elevation Certificates and for parcel-level floodplain management analysis.

Forerunner Industries, Inc. is the sole creator and distributor of our cloud-based Floodplain Management software solution and has no other distributors or authorized repair/service centers.

### Forerunner's unique features:

- Feature 1: Automated data extraction for all Elevation Certificate types (1983 - 2021)
- Feature 2: Automated Elevation Certificate geocoding to a point and parcel
- Feature 3: Automated datum conversion of elevation data by geocoded point
- Feature 4: Automated Lowest Floor Elevation selection from EC for NFIP standards
- Feature 5: Automated Lowest Floor Elevation selection from EC for Highest Regulatory Standards
- Feature 6: Automated Error Detection for Elevation Certificates
- Feature 7: Ability for users to ignore errors detected on Elevation Certificates
- Feature 8: Automated property warnings for NFIP & Highest Regulatory Standards compliance issues
- Feature 9: Automated property warnings for Effective & Preliminary map changes
- Feature 10: Automated parcel-level Flood Zone, Base Flood Elevation, Freeboard, Floodway, Coastal A & Pre/Post-FIRM determinations.
- Feature 11: Automated parcel-level Flood Zone, Base Flood Elevation determinations from custom maps & models.
- Feature 12: Capability for user to change Flood Zone, Base Flood Elevation, Floodway, Coastal A determinations.
- Feature 13: Customized Freeboard settings per account.
- Feature 14: Tracking for Substantial Improvement and Damage Costs linked to map and Flood Zone data.
- Feature 15: Automated SI/SD Threshold calculations.
- Feature 16: Customizable Tax Assessment Adjustment Ratio per account.
- Feature 17: Customizable SI/SD Threshold percentages per account.
- Feature 18: Customizable SI/SD cumulative tracking period per account.
- Feature 19: Visualization of SI/SD costs against threshold.
- Feature 20: Tracking of resident floodplain management interaction logs for CRS purposes with export.
- Feature 21: Tracking of resident floodplain management interaction logs on address level.
- Feature 22: Automated tracking of flood information requests through Resident-facing Flood Information Center.
- Feature 23: Resident-facing Flood Information Center hosted by Forerunner.
- Feature 24: Pre-written Flood information templates for CRS activity 352.c.
- Feature 25: Automated syncing of Elevation Certificates to Resident-facing Flood Information Center.
- Feature 26: Search for Elevation Certificates on Resident-facing Flood Information Center.
- Feature 27: Contact form for flood information requests on Resident-facing Flood Information Center.

Signed:   
Susanna Pho, COO  
Date: 02-25-22

JUSTIFICATION FOR PURCHASES EXEMPTED FROM COMPETITION  
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Buyer/PA: Bw  
Requisition No.: 1765  
Dollar Amount:                     

This questionnaire has been designed to assist staff in relating information necessary in the processing of requisitions for sole source or purchases exempted from competition. **PLEASE FILL OUT FORM COMPLETELY AND PROVIDE DETAILED JUSTIFICATION AND ALL BACKUP INFORMATION.**

Name, manufacturer, and model number of item(s) to be purchased: Forerunner Floodplain Management Software

Name of recommended source: Forerunner Industries, Inc.

Source of purchase (PLEASE CHECK ONLY ONE THAT APPLIES):

- 1.  Sole source – Available from only one source (This requires a sole source verification letter from the sole source provider signed and dated within the fiscal year of use).
- 2.  Cooperative purchase with other unit of government—Contract No: \_\_\_\_\_
- 3.  Florida State Contract No: \_\_\_\_\_
- 4.  Piggyback Contract No: \_\_\_\_\_
- 5.  Exempt purchase – In accordance with Section 2-103 (b), Purchasing Ordinance (indicate below):
  - (1) there exists only one (1) responsible source;
  - (2) although there exists more than one responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the County, will otherwise injure the County's financial interests or will substantially impede the County's administrative functions or the delivery of services to the public;
  - (3) a particular material or service is required to maintain interchangeability or compatibility as a part of an existing integrated system;
  - (4) a particular material or service is required in order to standardize or maintain standardization for the purpose of reducing financial investment or simplifying administration;
  - (5) the material is perishable;
  - (6) the material qualifies as an object of fine art;
  - (7) a particular material is required to match materials in use, so as to produce visual harmony;
  - (8) a particular material is prescribed by a professional advisor or consultant;
  - (9) a particular material is required to enable use by a specific individual; or
  - (10) the material or service is the subject of a change order.
  - (11) Renewal of software licenses and associated proprietary maintenance and support services.
  - (12) Membership dues and fees for trade, professional, government and related associations.
  - (13) Equipment maintenance, services, parts, and/or warranties, education and/or training, which are provided by manufacturers or authorized providers.
  - (14) Utilities (water supply systems, sewer systems, pipelines, electric power transmission systems, natural gas systems, etc.) and other related natural monopolies (railroads, utility authorities, etc.).
  - (15) Registrations, licenses, certifications and related products required by government and regulatory agencies.

**C24-3917-GM**  
**FORERUNNER INDUSTRIES, INC.**  
**Floodplain Management Program**  
**Expires: 11/6/2024 W/ Yearly Renewals**

- (16) Goods and/or services provided by other public entities (cities, counties, colleges, universities, etc.).
- (17) Advertising including, but not limited to, meeting notices, advertisement for bids, employment offerings, marketing campaigns (recycling, awareness, tourism, etc.), and other required advertisements in newspapers, magazines, and other media.
- (18) Postage and parcel services.
- (19) Medical supplies, medical equipment, and pharmaceuticals.
- (20) Purchase of library books, reference books and materials, electronic books, audio books, music materials, audiovisual materials, compact discs (CD), digital video disc (DVD), electronic resources and media (e.g. databases, etc.), periodicals and related subscriptions, education and personnel tests, textbooks, printed instructional materials films, filmstrips, videotapes, disc or tape recordings or similar audiovisual materials and for reference books, periodicals and printed library cards where such materials are purchased directly from the producer, publisher or authorized distributor, the owner of the copyright or patent, an exclusive agent within the state, a governmental agency or a recognized educational institution, provided they such purchases are in the best interest of the County.
- (21) Professional services that include, but are not limited to, physicians, real estate appraisers, insurance consultants, insurance administrators, geologists, hydro geotechnical consultants, and certified public accountants.
- (22) Legal services that include, but are not limited to, retaining services of law firms, outside counsel, process servers, investigators, expert witnesses, trial consultants or similar persons or firms deemed by the County Attorney, for any reason, as necessary to address the County's legal needs. Such firms or persons shall be selected by the County Attorney.
- (23) Employee recruitment services that include, but are not limited to, temporary employment services, recruitment or headhunter services, and job posting services.

Justification for Exemption (PLEASE PROVIDE A DETAILED EXPLANATION OF THE RESEARCH COMPLETED FOR THIS JUSTIFICATION AND IF NEEDED ATTACH EXTRA SHEET)

Attaching Sole Source Justification letter

**CERTIFICATION:** I have either (1) thoroughly researched the sole source, sole brand justification, and I fully understand the implications of Section 838.22 of the Florida Statutes which provides that it is unlawful for a public servant, to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services and that any person who violates this section commits a felony of the second degree, punishable as provided in s.775.082, s. 775.083, or s. 775.084, Florida Statutes, or (2) have confirmed the purchase qualified as a non-competitive purchase for exemption based on the above checked criteria.

**Roy Mazur, BCS Director**

Department Head/Division Manager/Section Manager Printed Name

Roy Mazur

Digitally signed by Roy Mazur  
Date: 2022.03.03 16:08:49 -05'00'

Administrative Director

3/3/2022

Department Head/Division Manager/Section Manager Signature

Title

Date

Purchasing Approval:



Purchasing Director

3/23/2022  
Date

FORERUNNER

# **Master Services Agreement & Statement of Work**

Okaloosa County, FL



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## Master Services Agreement

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## Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

# Master Services Agreement

This Master Services Agreement (“**Agreement**”), effective as of 11/30/2023 (“**MSA Effective Date**”), is entered into between Forerunner Industries, Inc., a Delaware corporation (“**Forerunner**” or “**Contractor**”), and Okaloosa County, a political subdivision of the State of Florida (“**Customer**” or “**County**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
  - a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
  - b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
  - c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
  - d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
  - e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as “Confidential.” With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner’s legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer’s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the “Receiving Party”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the “Disclosing Party”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
  - f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
  - g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
  - h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
  - i. **Forerunner Intellectual Property** means:
    1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.

2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
  3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
  4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
  5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.
- j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.
  - k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.
  - l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
  - m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.
  - n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.
  - o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
  - p. **Term** means the Initial Term and any Renewal Terms.
  - q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.
  - r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.
  - s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

## 2. **Forerunner Software Services.**

- a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").
- b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").
- c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee

that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

- d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.
- e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

### 3. **Customer Responsibilities; Restrictions; and Suspension.**

- a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.
- b. **In addition, Customer shall:**
  - i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.
  - ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.
  - iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.
  - iv. Comply with all applicable local, state, federal and foreign laws in using the Services.
- c. **Restrictions.**
  - i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.
  - ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.
  - iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.
  - iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.
  - v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.
  - vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.
  - vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.
  - viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).
  - ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).
  - x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

- xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.
  - xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.
  - xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.
- d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.
4. **Fees; Payment Terms; Taxes; Customer Acknowledgement.** Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").
- a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:
    - i. Fees are based on the Services purchased.
    - ii. Payment obligations are non-cancelable.
    - iii. Fees paid for services rendered are non-refundable.
    - iv. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 5.5% increase over the prior Term's Annual Fee.
  - b. **Payment Terms.**
    - i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.
    - ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance, that is not in dispute.
    - iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable by Forerunner whether under this Agreement, Applicable Law or otherwise and whether relating to Forerunner's breach, bankruptcy or otherwise.
  - c. **Taxes.** Customer will be responsible for all applicable taxes associated with Services.
  - d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.
5. **Term; Renewal; Termination.**
- a. **Term.** This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.
  - b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.
  - c. **Termination.**
    - i. Either party may terminate this Agreement in the event of a breach by the other party of any term or

condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided).

- ii. In addition, either party may terminate this Agreement immediately if the other party becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.
- iii. Either party may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).
- iv. **Effect of Expiration of Term; Termination; Survival.** Upon expiration of Term or earlier termination:
  1. The Services will terminate and each party will cease use of the other party's Confidential Information.
  2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
  3. Forerunner may, but is not obligated to, delete stored Customer Materials in compliance with public records law and the State's retention schedule.
  4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. Intellectual Property and Ownership.

### a. Forerunner Intellectual Property.

- i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph "**Limited License.**"
- ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

### b. Customer Data.

- i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

## 7. Publicity and Marketing.

The parties agree that:

- a. Forerunner may include Customer's name and logo in its customer lists and on its website.
- b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.
- c. Customer will use reasonable efforts to act as a reference for Forerunner.
- d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

## 8. Confidential Information.

- a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed

or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:

- i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
  - ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
  - iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
- b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
- i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
  - ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
  - iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

## 9. Representations and Warranties.

### a. Customer.

- i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
- ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
  1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
  2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
  3. Use the Services in compliance with all Applicable Laws.

### b. Forerunner. Forerunner represents and warrants to Customer that it will:

- i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
- iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
- iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
  1. For scheduled maintenance.
  2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
  3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
    - a. Customer's negligence or failure to use the Services properly or in accordance with the terms

- and conditions of this Agreement;
- b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
- c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
- d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
- e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

#### 10. Disclaimer of Warranties.

- a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
- b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
- c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

#### 11. Indemnification.

Both parties (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns (collectively, the "**Indemnified Party**") against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement ("**Losses**"), arising out of or resulting from any third-party claim, suit, action or proceeding ("**Action**") arising out of, relating to or resulting from its:

- a. Breach of any representation, warranty, covenant or obligation under this Agreement.
- b. Use of the Services in a manner not authorized by this Agreement.
- c. Gross negligence, willful misconduct or fraud in connection with the performance of its obligations under this Agreement.
- d. The Indemnified Party will promptly notify the Indemnifying Party of the existence of any Action giving rise to a claim for indemnification under this section and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party will at all times have the right to participate in such defense at its own expense.

#### 12. Limitation of Liability.

- a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
  - i. Any loss of revenue or profit.
  - ii. Cost of replacement goods or services.
  - iii. Loss of goodwill or reputation.
  - iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
  - v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
  - vi. Damage or losses caused by any third party materials used in connection with the services.



- vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.
  - b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.
13. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:
- a. Personally delivered.
  - b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
  - c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
  - d. Upon receipt, if sent by certified or registered mail, return receipt requested.
14. **Miscellaneous.**
- a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
  - b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
  - c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
  - d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
  - e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
  - f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
  - g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
  - h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
  - i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.
  - j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.
  - k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
  - l. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to

recover costs and attorneys' fees.

- m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON RD., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

- 1. **Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

17. **Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**18.Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**19.Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**20.Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**21.Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**22.Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**23.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 Agreement.

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

**25. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**26. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The

Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**27. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

28. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**29. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**30. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

[Signature Page Follows]

# Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

**Forerunner Industries, Inc.**

Signed: 

Name: Susanna Pho

Title: Chief Operating Officer

Date: 10-24-23

Address: 548 Market Street #93531,  
San Francisco, CA 94104

**Okaloosa County, FL**

Signed: 

Name: Robert A. "Trey" Goodwin III

Title: Chairman

Date: 11/7/2023

Address: 1250 N. Eglin Parkway, Suite 100  
Shalimar, FL 32579



# Statement of Work No. 1

**C24-3917-GM**  
FORERUNNER INDUSTRIES, INC.  
Floodplain Management Program  
Expires: 11/6/2024 W/ Yearly Renewals

This Statement of Work No. [1] ("**SOW**"), effective as of 11/30/2023 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and Okaloosa County, a State of Florida County ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on 11/30/2023. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

## Customer Information

Customer Name: Okaloosa County, FL  
Customer Address: 402 Brookmeade Drive, Crestview, FL 32539  
Customer Contact Name: Elliot Kampert  
Contact Email: ekampert@myokaloosa.com  
Contact Phone: 850-651-7180

## Initial Term

One (1) Year

## Fees

Item	Type	Cost
Forerunner Annual License	Yearly	\$61,500
Repetitive Loss Data Module	Yearly	\$12,300
<b>One-time Set-up</b> <i>Waived if signed by 11/30/2023</i>	One-Time	\$15,000

## Payment Terms

This SOW may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.



# Description of Forerunner Software and Services

1. **Software and Services.** Forerunner will provide the following software and services to the Customer:
  - a. **Data Extraction.** Forerunner will extract select fields (“Extracted Data”) from Customer’s archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request
    - i. **Data augmentation.** When available, data extraction will include:
      - b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
      - c. Automated parcel assignment, subject to the terms and conditions of the Master Services Agreement.
      - d. FIRM data assignment.
      - e. Datum conversion.
  - b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
    - i. Accounts for up to fifteen (15) users. Additional seats available for added fee.
    - ii. Forerunner internal dashboard
      - a. Elevation Certificate management.
        - i. Internal Elevation Certificate upload.
        - ii. Elevation Certificate table with filtering.
        - iii. Elevation Certificate download.
      - b. Internal document management.
        - i. Internal per-property document upload and storage.
      - c. Activity tracking.
        - i. Activity tracking for internal actions taken in dashboard.
        - ii. Per-property comment tracking.
      - d. Substantial Improvement and Damage tracking
      - e. Mapping.
        - i. FIRM map overlay(s) where available.
        - ii. Address search.
        - iii. Per-property building attribute data, where available.
      - f. Automated Elevation Certificate error detection for:
        - i. Residential structures only.
        - ii. Documents with form dates more recent than 2015.
        - iii. Documents with issue dates more recent than Effective FIRM date for location.
      - g. Per-property communication log.
        - i. Log export.
      - h. Dashboard permissions.
        - i. Segmented access to dashboard functionality by role type.
        - ii. Ability to add new users and set roles.
    - iii. Public Website.
      - a. Elevation Certificate public search including:
        - i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
        - ii. PDF document view.
      - b. Public property profiles displaying flood risk information.


- i. Share public profile functionality and communication log tracking on internal dashboard.
      - c. Property search by address.
    - iv. Repetitive Loss Data Module
      - a. Yearly import of Customer's repetitive loss data, as provided by Customer.
      - b. Advanced user role/permissions and access logging.
      - c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.
2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.
3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.
4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
5. **Customization and Consulting.**
- a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
  - b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
  - c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
  - d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[ Signature Page Follows ]

# Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

**Forerunner Industries, Inc.**

Signed: 

Name: Susanna Pho

Title: Chief Operating Officer

Date: 10-24-23

Address: 548 Market Street #93531,  
San Francisco, CA 94104

**Okaloosa County, FL**

Signed: 

Name: Robert A. "Trey" Goodwin III

Title: Chairman

Date: 11/7/2023


Address: 1250 N. Eglin Parkway, Suite 100  
Shalimar, FL 32579



**RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Forerunner Industries, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10-24-23 SIGNATURE:   
COMPANY: Forerunner Industries, Inc. NAME: Susanna Pho  
ADDRESS: 548 Market Street #93531 (Typed or Printed)  
San Francisco, CA 94104 TITLE: COO  
E-MAIL: susanna@withforerunner.com  
PHONE NO.: 510-880-1584

## **GENERAL SERVICES INSURANCE REQUIREMENTS FOR CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers'

Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

## **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct



of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

FORERUNNER INDUSTRIES, INC.

### Filing Information

**Document Number** F22000004258

**FEI/EIN Number** 83-3689645

**Date Filed** 06/28/2022

**State** DE

**Status** ACTIVE

### Principal Address

548 MARKET STREET #93531

SAN FRANCISCO, CA 94104

### Mailing Address

548 MARKET STREET #93531

SAN FRANCISCO, CA 94104

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY

1201 HAYS STREET

TALLAHASSEE, FL 32301-2525

Name Changed: 05/25/2023

Address Changed: 05/25/2023

### Officer/Director Detail

#### **Name & Address**

Title DIR

WHITE, JAMES

179 DARTMOUTH STREET #1

PORTLAND, ME 04103

Title DIR

TERAN, DAN

548 MARKET STREET #93531

SAN FRANCISCO, CA 94104

Title Director

PHO, SUSANNA  
548 MARKET STREET #93531  
SAN FRANCISCO, CA 94104

Title Director

Grossman, Nick  
915 Broadway  
Floor 19  
New York, NY 10010

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	03/01/2023

**Document Images**

<a href="#">05/25/2023 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/28/2022 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>