

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/14/2021

Contract/Lease Control #: C18-2641-AP

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2022

Description of: DATA FEED AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2021

C18-2641-AP
C-18 2642-AP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta GA 30327	CONTACT NAME: Jim Goodwyne PHONE (A/C, No, Ext): (404) 503-9100 E-MAIL ADDRESS: jgoodwyne@ironwoodins.com	FAX (A/C, No): (404) 503-9101	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED INFAX, INC. 5900 WINDWARD PKWY STE 525 Suite 525 ALPHARETTA GA 30005	INSURER A: Continental Insurance Company		35289
	INSURER B: Valley Forge Insurance Company		20508
	INSURER C: American Casualty Co of Reading PA		20427
	INSURER D: Houston Casualty Company		42374
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL2182534865

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6050273205	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6050273186	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6050273169	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6050273172	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability Cyber Liability			H21TG31265-01	09/01/2021	09/01/2022	Each Claim \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attar

Okaloosa County, its officers and employees are additional insured on the General Liability and Aut resulting from the operations of the Named Insured as required by written contract. Waiver of Subr General Liability and Automobile Liability as required by written contract. Waiver of Subrogation is i Compensation as required by written contract.

CONTRACT#: C18-2641-AP
INFAX, INC.
DATA FEE AGREEMENT
EXPIRES: 07/31/2022

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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

Procurement/Contract/Lease Number: C18-2644-HP Tracking Number: 4359-21
Procurement/Contractor/Lessee Name: In Fax, Inc. Grant Funded: YES ___ NO X
Purpose: renewal
Date/Term: 7-31-2022
Department #: 4202
Account #: 546900
Amount: 9830.00
Department: Airport Dept. Monitor Name: Staje

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-30-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no hand tag Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see email attached Date: 6-30-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 7-8-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

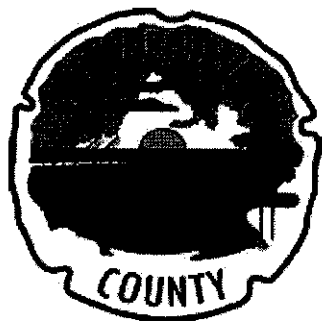
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Wednesday, June 30, 2021 12:11 PM
To: DeRita Mason
Subject: RE: C18-2641-AP and C18-2642-AP - Infax Agreements

Approved by Risk, no insurance element.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, June 30, 2021 11:28 AM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: C18-2641-AP and C18-2642-AP - Infax Agreements

Ladies,
Please review the attached.

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, July 8, 2021 2:56 PM
To: DeRita Mason; Kerry Parsons
Subject: Re: C18-2641-AP and C18-2642-AP - Infax Agreements

These agreements are approved as to legal sufficiency.

From: DeRita Mason
Sent: Wednesday, June 30, 2021 12:27 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: C18-2641-AP and C18-2642-AP - Infax Agreements

Ladies,
Please review the attached.

Thank you,

DeRita Mason



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

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

From: Allyson Oury <aoury@myokaloosa.com>
Sent: Tuesday, June 29, 2021 5:14 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Pamela Ryon <pryon@myokaloosa.com>
Subject: RE: C18-2641-AP and C18-2642-AP - Infax Agreements



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770 209 9925 Main
770.209.0671 Fax

Sales@Infax.com
www.infax.com

Infax – Flightview XML Data Feed Agreement Terms and Conditions

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

- 1. INFAX SCOPE:** INFAX will provide Software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed on the Destin-Fort Walton Beach Airport website.
- 2. CUSTOMER RESPONSIBILITIES:** CUSTOMER is responsible for complying with the following:
 - a. Provide Infax with remote access to the Destin-Fort Walton Beach Airport FIDS Server.
 - b. Ensure that your website provider incorporates the information provided by Infax into your website including search capabilities, creative development, etc.
- 3. FEE:** The annual fee for the Flightview XML data feed is \$9,830.00. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. The monthly Flightview XML data feed fee shall be paid monthly in advance or the fee may be paid on an annual basis. All current fees must be paid in order for services to be rendered under this agreement.
- 4. LENGTH OF AGREEMENT:** This agreement is for one year beginning August 1, 2020 and expiring July 31, 2021. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.
- 5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:** Should any invoice under this agreement be unpaid for more than 45 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any monthly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any monthly invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the monthly fee for the agreement in effect at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, Both parties may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or

**CONTRACT#: C18-2641-AP
INFAX, INC.
DATA FEE AGREEMENT
EXPIRES: 07/31/2022**



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

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

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

8. GENERAL:

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

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

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

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

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

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

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

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

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

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

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



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@infax.com
www.infax.com

12. INDEPENDENT CONTRACTOR

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

13. THIRD PARTY BENEFICIARIES

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




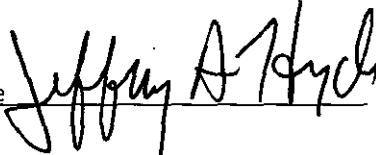
11. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

12. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED

CUSTOMER


Signature: _____


Signature _____

Name: Daniel L. McWilliams _____

Name: Jeffrey Hyde _____

Title: CFO _____

Title: Purchasing Manager _____

Date: 7/13/2021

Date: 07/13/2021



SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

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

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

Period Covered by this Agreement: 8/1/2021 – 7/31/2022



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

Flightview XML Data Feed Agreement

Exhibit 2, Insurance Requirements

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/23/2020

Contract/Lease Control #: C18-2641-AP

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2021

Description of: DATA FEED AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C18-2641-AP Tracking Number: 4016-20
Procurement/Contractor/Lessee Name: Infax Grant Funded: YES ___ NO X
Purpose: renewal
Date/Term: 7-31-21
Department #: 4202
Account #: 546900
Amount: \$9830.00
Department: Airport Dept. Monitor Name: _____

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-1-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal bids Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-6-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 7/13/2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, July 8, 2020 8:11 AM
To: DeRita Mason
Subject: RE: Renewal - INFAX - System Support

These agreements are approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, July 6, 2020 2:32 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: FW: Renewal - INFAX - System Support

See updated agreements attached.

DeRita Mason



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

DeRita Mason

From: Lisa Price
Sent: Wednesday, July 1, 2020 3:03 PM
To: DeRita Mason
Cc: Patrick Gardner
Subject: RE: Renewal - INFAX - Datafeed Agreement

DeRita,

This is approved for insurance purposes. The company has a current COI in the file and it expires 9/1/2020.

Thank you,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 1, 2020 2:08 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Renewal - INFAX - Datafeed Agreement

Please review and approve the attached.

Thank you,

DeRita Mason



June 11, 2020

Patrick Gardner
Desitin Fort Walton Beach Airport
1701 State Road 85 North
Eglin AFB, FL 32542
Via Email: pgardner@myokaloosa.com

Quote Number:
VPS5349

Provided by: Celso Rodriguez

Re: Support Agreement Options and Flight Data Subscriptions

	QTY	DESCRIPTION	LINE TOTAL
1 Year Basic System Support	1	One Year Basic System Support	\$5,700.00
3 Year Basic System Support	1	Three Year Basic System Support, Paid Annually	\$4,560.00
	1	Three Year Basic System Support, Paid In Full	\$12,825.00
5 Year Basic System Support	1	Five Year Basic System Support, Paid Annually	\$4,275.00
	1	Five Year Basic System Support, Paid In Full	\$19,950.00
Flight Data Subscription	1	Annual Flight Data Feed	\$9,830.00

Terms & Conditions:

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work
- Payment terms Net 30 day upon software delivery.

CONFIDENTIAL AND PROPRIETARY

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SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 06/23/2020

PR No:

Requestor: Tracy Stage

Phone No: 850-651-7160

Department/Division: Airports

Item Description: INFAX Flightview XML Annual Data Feed Agreement (C18-2641-AP)

Vendor: INFAX, Inc.

Vendor's Address: 4250 River Green Parkway - Suite D
Duluth, GA 30096

Vendor's Telephone No: 678-533-4019

Point of Contact: Laurel Hill

Single Source Justification:
(attach additional docs if any)

On December 20, 2016 the Board approved INFAX, Inc to install the new flight information system in the Destin-Fort Walton Beach Airport. INFAX will provide the technical support and maintenance on their equipment and they can solve any critical issue that may occur.

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Tracy Stage, A.A.E. Digitally signed by Tracy Stage, A.A.E.
Date: 2020.06.27 20:49:54 -05'00'

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

REVIEW BY OMB AND PURCHASING

Approved:

Denied:

Faye Douglas Digitally signed by Faye Douglas
Date: 2020.06.29 09:24:56 -05'00'

OMB Director Signature **Date**



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: July 21, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: INFAX, Inc. Flightview XML Data Feed Agreement
DEPARTMENT: Airport
BCC DISTRICT: 2

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for INFAX, Inc. Flightview XML Data Feed Agreement at the Destin - Fort Walton Beach Airport (C18-2641-AP).

BACKGROUND: On December 20, 2016, the Board approved INFAX to install the new flight information display system in the Destin - Fort Walton Beach Airport. INFAX will provide software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed at the Destin - Fort Walton Beach Airport website. The annual fee due under the agreement is required to be paid in advance thus it requires Board's approval. INFAX's certificate of insurance is attached along with the procurement contract lease internal coordination sheet.

FUNDING SOURCE, (If Applicable):

Department #4202
Account #534900
Amount \$9,830.00

OPTIONS: Approve, Reject or Table

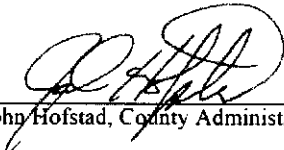
RECOMMENDATIONS: It is the Staff's recommendation that the Board approve the INFAX Flightview XML Data Feed Agreement at the Destin - Fort Walton Beach Airport as described above.

RECOMMENDED BY:


Tracy Stage, Airport Director

7/8/2020

APPROVED BY:


John Hofstad, County Administrator

7/15/2020



CONTRACT#: C18-2641-AP
INFAX, INC.
DATA FEE AGREEMENT
EXPIRES: 07/31/2021

Sales@Infax.com
www.infax.com

Infax – Flightview XML Data Feed Agreement Terms and Conditions

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

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

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

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

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

4. LENGTH OF AGREEMENT: This agreement is for one year beginning August 1, 2020 and expiring July 31, 2021. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.

5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

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



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

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

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

8. GENERAL:

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

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

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

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

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

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

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

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

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

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

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



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.infax.com

12. INDEPENDENT CONTRACTOR

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

13. THIRD PARTY BENEFICIARIES

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



5900 Windward Parkway, Suite 525
Alpharetta GA 30005 8862

770 209 9925 Main
770 209 0671 Fax

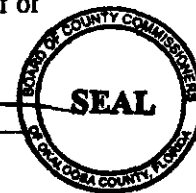
Sales@Infax.com
www.Infax.com

INFAX, INCORPORATED

Okaloosa County, Florida on behalf of
Destin-Fort Walton Beach Airport

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]



Name: Daniel L. McWilliams

Name: Robert A. "Trey" Goodwin III

Title: CFO

Title: Chairman, Board of County

Commissioners

Date: 7/1/2020

Date: JUL 21 2020



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770 209.9925 Main
770 209 0671 Fax

Sales@Infax.com
www.Infax.com

Flightview XML Data Feed Agreement Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person David Cole Phone 850-651-7160 ext. 1015

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

Period Covered by this Agreement: August 1, 2020 - July 31, 2021



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Alpharetta GA 30005-8862

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770.209.0671 Fax

Sales@infax.com
www.infax.com

Flightview XML Data Feed Agreement

Exhibit 2, Insurance Requirements

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

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

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. Insuring company is required to have 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation 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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) 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 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.

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 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.

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:

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

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 job site and evidencing all required coverage 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, 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. 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 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

OKALOOSA COUNTY

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.



Flightview XML Data Feed Agreement

Exhibit 3, Vendors on Scrutinized Companies List

VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, INFAX, 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 immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire 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 Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire 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 Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.



Flightview XML Data Feed Agreement
Exhibit 4, Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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 lease term and following completion of the lease if the Lessee does not transfer the records to the County.
4. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee 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.

Patrick Gardner

From: DeRita Mason
Sent: Wednesday, July 8, 2020 8:40 AM
To: Patrick Gardner
Subject: Fwd: Renewal - INFAX - System Support

Patrick. These are approved.
I am not in the office this week. I can send the coordination on Monday.

Sent from my iPhone

Begin forwarded message:

From: "Parsons, Kerry" <KParsons@ngn-tally.com>
Date: July 8, 2020 at 8:10:38 AM CDT
To: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Renewal - INFAX - System Support

These agreements are approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, July 6, 2020 2:32 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: FW: Renewal - INFAX - System Support

See updated agreements attached.

DeRita Mason



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

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

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Monday, July 6, 2020 1:31 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Renewal - INFAX - System Support

Please see attached.

Patrick Gardner II
Airports Compliance Officer
Okaloosa County

From: DeRita Mason
Sent: Monday, July 6, 2020 11:33 AM
To: Patrick Gardner <pgardner@myokaloosa.com>
Subject: FW: Renewal - INFAX - System Support

See below from legal.
One updated, please send back to me for final approval.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator

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

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

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, July 6, 2020 11:28 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: RE: Renewal - INFAX - System Support

Public records language must be added to each of these INFAX contracts as an addendum, similar to scrutinized contractors. Otherwise these look good. Please send back with the revision for my approval.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 1, 2020 3:02 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Renewal - INFAX - System Support

Please review and approve the attached.

Thank you,

DeRita Mason



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

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

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Wednesday, July 1, 2020 1:42 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Renewal - INFAX - System Support

Forgot to send with attachments. There are 2 INFAX agreements.

Patrick Gardner II
Airports Compliance Officer
Okaloosa County

From: Patrick Gardner
Sent: Wednesday, July 1, 2020 1:41 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Renewal - INFAX - System Support

Please begin coordination for Renewal of the INFAX System Support.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET	
Procurement/Contract/Lease Number: <u>C18-2642-PP</u>	Tracking Number: <u>3411-19</u>
Procurement/Contractor/Lessee Name: <u>Infax, Inc.</u>	Grant Funded: YES <input type="checkbox"/> NO <input type="checkbox"/>
Purpose: <u>System support agreement-basis</u>	
Date/Term: <u>7-31-20</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Amount: <u>5,700.00</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Department: <u>Airports</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Dept. Monitor Name: <u>Stage</u>	

Thank you,

Patrick Gardner II
Airports Compliance Officer
Okaloosa County
(850) 651-7160 Ext. 1054

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood Insurance Services, LLC 4401 Northside Parkway Suite 800 Atlanta GA 30327		CONTACT NAME: Jim Goodwyne PHONE (A/C, No, Ext): (404) 503-9100 E-MAIL ADDRESS: jgoodwyne@ironwoodins.com FAX (A/C, No): (404) 503-9101	
INSURED Infax, Inc. 5900 Windward Pkwy Suite 525 Alpharetta GA 30005		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company NAIC # 02118 INSURER B: Valley Forge Insurance 20508 INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1982225639 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6050273205	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6050273186	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6050273169	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6050273172	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			1121040	08/01/2019	09/01/2020	Each Claim 2,000,000 Aggregate Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County is named as Additional Insureds on General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County 5749 A Old Bethel Road Crestview FL 32538	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/22/2019
Contract/Lease Control #: C18-2641-AP
Procurement#: SOLE SOURCE
Contract/Lease Type: AGREEMENT
Award To/Lessee: INFAX – FLIGHTVIEW XML
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 08/01/2017
Expiration Date: 07/31/2020
Description of Contract/Lease: DATA FEED AGREEMENT
Department: AP
Department Monitor: STAGE
Monitor's Telephone #: 850-651-7160
Monitor's FAX # or E-mail: I**STAGE@MYOKALOOSA.COM**

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10-06-2017

Contract/Lease Control #: C18-2641-AP

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX-FLIGHTVIEW XML

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2018

Description of Contract/Lease: DATA FEED AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C18-2641-AP Tracking Number: 3412-19
Procurement/Contractor/Lessee Name: Infax, Inc. Grant Funded: YES ___ NO ___
Purpose: Flightnew xmc data feed agents
Date/Term: 7-31-20 1. GREATER THAN \$100,000
Amount: 9830.00 2. GREATER THAN \$50,000
Department: Agents 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-11-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 5-11-19
_____ Laura Porter or Krystal King
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 6-18-19
_____ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, June 11, 2019 12:02 PM
To: DeRita Mason
Subject: RE: INFAX Flightview XML Data Feed Agreement for Coordination

DeRita

This is approved by risk management.

Thank you

Karen Donaldson

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, June 11, 2019 7:29 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: INFAX Flightview XML Data Feed Agreement for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, June 10, 2019 4:44 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: INFAX Flightview XML Data Feed Agreement for Coordination

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, June 18, 2019 12:50 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: INFAX Flightview XML Data Feed Agreement for Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, June 11, 2019 8:29 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: INFAX Flightview XML Data Feed Agreement for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, June 10, 2019 4:44 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: INFAX Flightview XML Data Feed Agreement for Coordination

DeRita:

Please send the attached INFAX Flightview XML Data Feed Agreement renewal out for coordination (C18-2641-AP).
Thank you.

Dave

Dave Miner

From: Karen Donaldson
Sent: Tuesday, July 2, 2019 8:54 AM
To: Dave Miner
Cc: DeRita Mason
Subject: RE: COI INFAX for Compliance

Dave

The attached meets the requirements of the contract.

DeRita

Please scan to file.

Thank you

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, July 2, 2019 7:56 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI INFAX for Compliance

Karen:

Please review the attached COI for INFAX , Inc. (C18-2642-AP and C18-2641-AP) for compliance.
Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood Insurance Services, LLC 4401 Northside Parkway Suite 800 Atlanta GA 30327	CONTACT NAME: Jim Goodwyne PHONE (A/C, No, Ext): (404) 503-9100 E-MAIL ADDRESS: jgoodwyne@ironwoodins.com	FAX (A/C, No): (404) 503-9101
	INSURER(S) AFFORDING COVERAGE	
INSURED Infax, Inc. 5900 Windward Pkwy Suite 525 Alpharetta GA 30005	INSURER A: Continental Insurance Company NAIC #: 02118	
	INSURER B: Valley Forge Insurance NAIC #: 20508	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1881621360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6050273205	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	6050273186	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6050273169	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ PER STATUTE OTHER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6050273172	09/01/2018	09/01/2019	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County, its officers and employees are additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for General Liability and Automobile Liability as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for Workers Compensation as required by written contract.

CONTRACT# C18-2641-AP
INFAX-FLIGHTVIEW XML
DATA FEED AGREEMENT
EXPIRES: 07/31/2020

CERTIFICATE HOLDER

Okaloosa County
5479A Old Bethel Road

Crestview FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist property damage	UMPD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Underinsured motorist property damage	UNDPD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
5,000				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

CA #3

DATE: July 16, 2019
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: INFAX, Inc. Flightview XML Data Feed Agreement
DEPARTMENT: Airport
BCC DISTRICT: 2

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for INFAX, Inc. Flightview XML Data Feed Agreement at the Destin - Fort Walton Beach Airport (C18-2641-AP).


BACKGROUND: On December 20, 2016, the Board approved INFAX to install the new flight information display system in the Destin - Fort Walton Beach Airport. INFAX will provide software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed at the Destin - Fort Walton Beach Airport website. The annual fee due under the agreement is required to be paid in advance thus it requires Board's approval. INFAX's certificate of insurance is attached along with the procurement contract lease internal coordination sheet.

FUNDING SOURCE, (If Applicable):

Department #4202
Account #534900
Amount \$9,830.00

OPTIONS: Approve, Reject or Table

RECOMMENDATIONS: It is the Staff's recommendation that the Board approve the INFAX Flightview XML Data Feed Agreement at the Destin - Fort Walton Beach Airport as described above.



Tracy Stage, Airport Director 7/9/2019

RECOMMENDED BY:
APPROVED BY:

MCC



Infax – Flightview XML Data Feed Agreement Terms and Conditions

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

- 1. INFAX SCOPE:** INFAX will provide Software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed on the Destin-Fort Walton Beach Airport website.
- 2. CUSTOMER RESPONSIBILTIES:** CUSTOMER is responsible for complying with the following:
 - a. Provide Infax with remote access to the Destin-Fort Walton Beach Airport FIDS Server.
 - b. Ensure that your website provider incorporates the information provided by Infax into your website including search capabilities, creative development, etc.
- 3. FEE:** The annual fee for the Flightview XML data feed is \$9,830.00. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. The monthly Flightview XML data feed fee shall be paid monthly in advance or the fee may be paid on an annual basis. All current fees must be paid in order for services to be rendered under this agreement.
- 4. LENGTH OF AGREEMENT:** This agreement is for one year beginning August 1, 2019 and expiring July 31, 2020. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.
- 5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:** Should any invoice under this agreement be unpaid for more than 45 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any monthly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any monthly invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the monthly fee for the agreement in effect at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, Both parties may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or

**CONTRACT# C18-2641-AP
INFAX-FLIGHTVIEW XML
DATA FEED AGREEMENT
EXPIRES: 07/31/2020**



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

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

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

8. GENERAL:

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

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

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

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

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

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

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

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

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

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

11. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully



executed copy to CUSTOMER. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

12. INDEPENDENT CONTRACTOR

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

13. THIRD PARTY BENEFICIARIES

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



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.infax.com

INFAX, INCORPORATED

CUSTOMER

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Name: Daniel L. McWilliams

Name: Charles K. Windes, Jr.

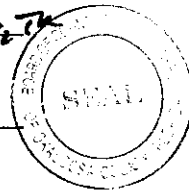
Title: CFO

Title: Chairman, Board of County

Commissioners

Date: 7/3/19

Date: JUL 16 2019





5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

Flightview XML Data Feed Agreement Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person David Cole Phone 850-651-7160 ext. 1015

Customer Contact Person Michael Kintop Phone 850-651-7160 ext. 1017

Period Covered by this Agreement: August 1, 2019 - July 31, 2020



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

Flightview XML Data Feed Agreement

Exhibit 2, Insurance Requirements

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

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining 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 on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
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 prior written 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.
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.

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:

	<u>LIMIT</u>
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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 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. 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 a 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.



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@infax.com
www.infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 3, Vendors on Scrutinized Companies List

VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, Concessionaire, 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 immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire 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 Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire 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 Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood Insurance Services, LLC 4401 Northside Parkway Suite 800 Atlanta GA 30327	CONTACT NAME: Jlm Goodwyne PHONE (A/C, No, Ext): (404) 503-9100 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: jgoodwyne@ironwoodins.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Continental Insurance Company</td> <td>02118</td> </tr> <tr> <td>INSURER B:</td> <td>Valley Forge Insurance</td> <td>20508</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Insurance Company	02118	INSURER B:	Valley Forge Insurance	20508	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Infax, Inc. 5900 Windward Pkwy Suite 525 Alpharetta GA 30005																					

COVERAGES

CERTIFICATE NUMBER: CL1881621360

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	Y	8050273205	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000												
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	8050273186	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			8050273169	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea occurrence) \$ 10,000,000 AGGREGATE \$ 10,000,000												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	8050273172	09/01/2018	09/01/2019	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> </tr> </tbody> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT			E.L. DISEASE - EA EMPLOYEE			E.L. DISEASE - POLICY LIMIT		
	PER STATUTE	OTH-ER																	
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E.L. DISEASE - EA EMPLOYEE																			
E.L. DISEASE - POLICY LIMIT																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County, its officers and employees are additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for General Liability and Automobile Liability as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for Workers Compensation as required by written contract.

CERTIFICATE HOLDEROkaloosa County
5478A Old Bethel Road

Crestview

FL 32536

CONTRACT#: C18-2641-AP
INFAX-FLIGHT XML
DATA FEED AGREEMENT
EXPIRES: 07/31/2019

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Underinsured motorist property damage	Coverage Code UNDPD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood Insurance Services, LLC 4401 Northside Parkway Suite 800 Atlanta GA 30327		CONTACT NAME: Jim Goodwyne PHONE (A/C, No, Ext): (404) 503-9100 E-MAIL ADDRESS: jgoodwyne@ironwoodins.com	FAX (A/C, No): (404) 503-9101
		INSURER(S) AFFORDING COVERAGE	
INSURED Infax, Inc. 4250 River Green Parkway Suite D Duluth GA 30096	INSURER A: Continental Insurance Company		02118
	INSURER B: Valley Forge Insurance		20508
	INSURER C: Continental Casualty Co		20443
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1881621360 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6050273205	09/01/2018	09/01/2019	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6050273186	09/01/2018	09/01/2019	PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE						\$ 2,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6050273169	09/01/2018	09/01/2019	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	Employee Benefits						\$ 1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			6050273172	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist	\$ 1,000,000
							PER STATUTE	OTH-ER
C	Technology Errors & Omissions			6049750874	09/01/2018	09/01/2019	E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
							Each Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okalooosa County is named as Additional Insureds on General Liability as required by written contract.

C17-2506-AP / C18-2641-AP

CERTIFICATE HOLDER Okaloosa County 5749 A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-24-2018

Contract/Lease Control #: C18-2641-AP

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX-FLIGHTVIEW XML

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2019

Description of Contract/Lease: DATA FEED AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C18-2641-AP Tracking Number: 8058-18
Procurement/Contractor/Lessee Name: Infax Grant Funded: YES ___ NO ___
Purpose: Flightnew XML Data Feed Renewal
Date/Term: 7-31-19
Amount: 8,940 annually
Department: IAP
Dept. Monitor Name: Stage

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement/Contract/Lease requirements are met:
Walter Mae Date: 7-20-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-23-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 7-24-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

Dave Miner

From: Dave Miner
Sent: Friday, July 20, 2018 10:43 AM
To: DeRita Mason
Cc: Allyson Oury
Subject: INFAX
Attachments: INFAX Data Feed Agreement for Coordination and COI Compliance.pdf

DeRita:

Please start the coordination for the attached INFAX Data Feed Agreement for coordination.
The COI is attached for compliance.
Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyyops.com

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.com

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

DeRita Mason

From: Krystal King
Sent: Monday, July 23, 2018 11:23 AM
To: DeRita Mason; Parsons, Kerry; Lynn Hoshihara
Subject: RE: INFAX

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

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 email communication including your email address, may be subject to public disclosure.

From: DeRita Mason
Sent: Friday, July 20, 2018 10:50 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Krystal King <kking@myokaloosa.com>
Subject: FW: INFAX

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Friday, July 20, 2018 10:43 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: INFAX

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, July 24, 2018 10:13 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Krystal King
Subject: RE: INFAX

The INFAX data feed Agreement is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Friday, July 20, 2018 11:50 AM
To: Parsons, Kerry; Lynn Hoshihara
Cc: Krystal King
Subject: FW: INFAX

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Friday, July 20, 2018 10:43 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: INFAX

DeRita:

Please start the coordination for the attached INFAX Data Feed Agreement for coordination.
The COI is attached for compliance.
Thank you.

Dave



Infax – Flightview XML Data Feed Agreement Terms and Conditions

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

- 1. INFAX SCOPE:** INFAX will provide Software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed on the Destin-Fort Walton Beach Airport website.
- 2. CUSTOMER RESPONSIBILITIES:** CUSTOMER is responsible for complying with the following:
 - a. Provide Infax with remote access to the Destin-Fort Walton Beach Airport FIDS Server.
 - b. Ensure that your website provider incorporates the information provided by Infax into your website including search capabilities, creative development, etc.
- 3. FEE:** The annual fee for the Flightview XML data feed is \$8,940.00 or \$745.50 monthly. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. The monthly Flightview XML data feed fee of \$745.50 shall be paid monthly in advance or the fee may be paid on an annual basis. All current fees must be paid in order for services to be rendered under this agreement.
- 4. LENGTH OF AGREEMENT:** This agreement is for one year beginning August 1, 2018 and expiring July 31, 2019. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.
- 5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:**

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

**CONTRACT#: C18-2641-AP
INFAX-FLIGHTVIEW XML
DATA FEED AGREEMENT
EXPIRES: 07/31/2019**



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

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

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

8. GENERAL:

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

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

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

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

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

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

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

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

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

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



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

12. INDEPENDENT CONTRACTOR

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

13. THIRD PARTY BENEFICIARIES

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



4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770 209 9925 Main
770 209 0671 Fax

Sales @ infax.com
www.infax.com

INFAX, INCORPORATED

Signature: _____

Name: Daniel L. McWilliams

Title: CFO

Date: _____

7/25/18

CUSTOMER

Signature: _____

Name: Graham W. Fountain

Title: Chairman, Board of County

Commissioners

Date: _____

8/21/18





4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770.209.9925 Main
770.209.0671 Fax

Sales@infax.com
www.infax.com

Flightview XML Data Feed Agreement Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person David Cole Phone 850-651-7160 ext. 1015

Customer Contact Person Michael Kintop Phone 850-651-7160 ext. 1017

Period Covered by this Agreement: August 1, 2018 - July 31, 2019



4250 River Green Parkway, Suite D
Duluth, Georgia 30096

770 209 9925 Main
770 209 0671 Fax

Sales@infax.com
www.infax.com

Flightview XML Data Feed Agreement Exhibit 2, Insurance Requirements

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

Exhibit 2

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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 breach of contract.

OKALOOSA COUNTY

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.

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 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability Insurance can be purchased to meet the Limits of Liability specified in this Agreement.

OKALOOSA COUNTY

3. 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

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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:

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

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

OKALOOSA COUNTY

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.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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. 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.

OKALOOSA COUNTY

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 and the satisfactory character of the insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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.

OKALOOSA COUNTY

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

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

OKALOOSA COUNTY

Exhibit 3

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) 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 by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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.
- 3. 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.
- 4. 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 sponsor or the Federal Aviation Administration 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph e (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

ALERT: SAM.gov will be down for a maintenance window Friday, October 6, 2017, from 8 PM to midnight (EDT).
 ALERT: The U.S. Small Business Administration (SBA) updated its Table of Small Business Size Standards adopting the Office of Management and Budget's 2017 revision of the North American Industry Classification System (NAICS) effective October 1, 2017. The revised NAICS Codes and their corresponding size standards will be available in SAM for use in entity registrations starting October 7, 2017. The updated table of size standards is available now on SBA's website at www.sba.gov/size.

Search Results

Current Search Terms: infax-flightview xml*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

- [Search Results](#)
- [Entity](#)
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- [Search Filters](#)
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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: Sole Source Tracking Number: 2311-17
Procurement/Contractor/Lessee Name: Infax, Inc. Grant Funded: YES ___ NO ___
Purpose: Infax Flightview XML Data Feed Agreement
Date/Term: 8/1/17 - 7/31/18 1. GREATER THAN \$50,000
Amount: 8,520.⁰⁰ annually 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: STAG / Minor

Purchasing Review

Procurement or Contract/Lease requirements are met:


Purchasing Director or designee

Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Date: 7/21/17

2CFR Compliance Review (if required)

Approved as written:

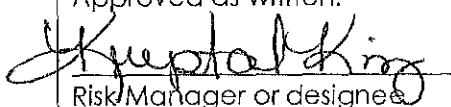
Grants Coordinator

Renee Biby

Date: _____

Risk Management Review

Approved as written:


Risk Manager or designee

Laura Porter or Krystal King

Date: 7-24-17

County Attorney Review

Approved as written:

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

See Approval Noted

Date: 7/28/17

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, July 28, 2017 2:52 PM
To: Matthew Young; Dave Miner; Greg Kisela
Cc: Lynn Hoshihara; Stephanie Herrick
Subject: RE: INFAX System Support Agrmt Basic and INFAX Flightview Agrmt
Attachments: INFAX Flightview XML Data Feed Agrmt 7-7-17.pdf; INFAX System Support Agreement Basic and Sole Source 2017.pdf

Both Infax agreements are approved for legal sufficiency. However, although under Greg Kisela's threshold amount, because both require payment in advance of services these will need to go to the Board. Under Florida law advance payment must be approved by the Board regardless of threshold amount. The TDD runs into this a lot.

Please let me know if you have any questions,
Kerry

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Tuesday, July 25, 2017 9:06 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: INFAX System Support Agrmt Basic and INFAX Flightview Agrmt

Good morning,

When permissible, could you review and give your legal opinion?

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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

From: Dave Miner
Sent: Friday, July 21, 2017 1:36 PM
To: Charles Powell <cpowell@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>
Subject: FW: INFAX System Support Agrmt Basic and INFAX Flightview Agrmt

Charles:

The sole source is attached along with their COI. Please send both agreements out for coordination.
Thank you.

Dave

From: Charles Powell
Sent: Friday, July 07, 2017 10:06 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>
Subject: RE: INFAX System Support Agrmt Basic

Hi Dave,

Tracey will need to sign the Sole Source before I can proceed.

Respectfully,
Charles Powell

From: Dave Miner
Sent: Friday, July 07, 2017 9:17 AM
To: Charles Powell
Cc: 'Parsons, Kerry' ; Lynn Hoshihara ; Krystal King ; Laura Porter ; Stephanie Herrick ; Lianne Clark
Subject: INFAX System Support Agrmt Basic

Charles:

Please send the INFAX System Support Agreement – Basic out for coordination.
Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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MA

SOLE SOURCE PURCHASE DATA SHEET

Date: 5-11-17 PR No.: _____ Requestor: David Miner Phone No.: 651-7160

Department/Division: Airports

Item Description: INFAX Flightview XML Data Feed Agreement

Requesting Department's Suggested Vendor: INFAX, Inc.

Vendor's Address: 4250 River Green Parkway - Suite D, Duluth, GA 30096

Vendor's Telephone No.: 678-533-4019 Point of Contact: Dena Hulsey

Sole Source Justification: On December 20, 2016 the Board approved INFAX, Inc. to install the new flight information display system in the Destin - Fort Walton Beach Airport. INFAX will provide the technical support and maintenance on their equipment and they can solve any critical issue that may be discovered.

Y8/L
Requesting Department Director Signature

7-17-17
Date

**REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED**

Vendor #1 Contact: _____ Phone No.: _____
Vendor #2 Contact: _____ Phone No.: _____
Vendor #3 Contact: _____ Phone No.: _____

Buyer Comments:

Signature of Buyer Who Reviewed

Date

Purchasing Services Coordinator Comments:

Purchasing Services Coordinator Signature

Date

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments:

Approve: ✓

Disapprove:

Amount of Purchase: \$8520.00

Date: 8/3/07


Purchasing Director Signature

Date

Greg Kisela

Dave Miner

From: Krystal King
Sent: Thursday, August 24, 2017 12:05 PM
To: Dave Miner; Laura Porter
Cc: Stephanie Herrick; Lianne Clark
Subject: RE: COI for INFAX

COI meets the requirements of the Contract.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner
Sent: Thursday, August 03, 2017 9:46 AM
To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>
Subject: COI for INFAX

Krystal:

Please review the attached COI for INFAX (two agreements) which are attached and let us know if the COI complies with requirements.

Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon



4250 River Green Parkway · Suite D
Duluth, Georgia 30096

Contract # C18-2641-AP
INFAX-FLIGHTVIEW XML
DATA FEE AGREEMENT
EXPIRES: 07/31/2018

Infax – Flightview XML Data Feed Agreement Terms and Conditions

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

- 1. INFAX SCOPE:** INFAX will provide Software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed on the Destin-Fort Walton Beach Airport website.
- 2. CUSTOMER RESPONSIBILITIES:** CUSTOMER is responsible for complying with the following:
 - a. Provide Infax with remote access to the Destin-Fort Walton Beach Airport FIDS Server.
 - b. Ensure that your website provider incorporates the information provided by Infax into your website including search capabilities, creative development, etc.
- 3. FEE:** The annual fee for the Flightview XML data feed is \$8,520.00 or \$710.00 monthly. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. The monthly Flightview XML data feed fee of \$710.00 shall be paid monthly in advance or the fee may be paid on an annual basis. All current fees must be paid in order for services to be rendered under this agreement.
- 4. LENGTH OF AGREEMENT:** This agreement is for one year beginning August 1, 2017 and expiring July 31, 2018. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.
- 5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:** Should any invoice under this agreement be unpaid for more than 45 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any monthly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any monthly invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the monthly fee for the agreement in effect at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further,



4250 River Green Parkway · Suite D
Duluth, Georgia 30096

Both parties may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

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

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

8. GENERAL:

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

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

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

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

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

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

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

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

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

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



4250 River Green Parkway · Suite D
Duluth, Georgia 30096

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

12. INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

13. THIRD PARTY BENEFICIARIES

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



4250 River Green Parkway · Suite D
Duluth, Georgia 30096

INFAX, INCORPORATED


Signature: 

Name: Daniel L. McWilliams

Title: CFO

Date: 8/1/17

CUSTOMER

Signature: 



Name: Carolyn N. Ketchel

Title: Chairman, Board of County
Commissioners

Date: 4 Oct 2017



4250 River Green Parkway · Suite D
Duluth, Georgia 30096

Flightview XML Data Feed Agreement Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person David Cole Phone 850-651-7160 ext. 1015

Customer Contact Person Patrick Kennedy Phone 850-651-7160 ext. 1017

Period Covered by this Agreement: August 1, 2017 - July 31, 2018



4250 River Green Parkway - Suite D
Duluth, Georgia 30096

Flightview XML Data Feed Agreement Exhibit 2, Insurance Requirements

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

Exhibit 2

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts 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.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

OKALOOSA COUNTY

9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

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. Such insurance shall comply with the Florida Workers' Compensation Law.
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.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

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.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

OKALOOSA COUNTY

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.

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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

OKALOOSA COUNTY

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/22/2019

Contract/Lease Control #: C18-2641-AP

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX – FLIGHTVIEW XML

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2020

Description of Contract/Lease: DATA FEED AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C18-2641-AP Tracking Number: 3412-19
Procurement/Contractor/Lessee Name: Infax, Inc. Grant Funded: YES ___ NO ___
Purpose: Flightnew xmc Data feed agents
Date/Term: 7-31-20 1. GREATER THAN \$100,000
Amount: 9830.00 2. GREATER THAN \$50,000
Department: Agents 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-11-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 5-11-19
_____ Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 6-18-19
_____ County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, June 11, 2019 12:02 PM
To: DeRita Mason
Subject: RE: INFAX Flightview XML Data Feed Agreement for Coordination

DeRita

This is approved by risk management.

Thank you

Karen Donaldson

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, June 11, 2019 7:29 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: INFAX Flightview XML Data Feed Agreement for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, June 10, 2019 4:44 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: INFAX Flightview XML Data Feed Agreement for Coordination

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, June 18, 2019 12:50 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: INFAX Flightview XML Data Feed Agreement for Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.



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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, June 11, 2019 8:29 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: INFAX Flightview XML Data Feed Agreement for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, June 10, 2019 4:44 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: INFAX Flightview XML Data Feed Agreement for Coordination

DeRita:

Please send the attached INFAX Flightview XML Data Feed Agreement renewal out for coordination (C18-2641-AP).
Thank you.

Dave

Dave Miner

From: Karen Donaldson
Sent: Tuesday, July 2, 2019 8:54 AM
To: Dave Miner
Cc: DeRita Mason
Subject: RE: COI INFAX for Compliance

Dave

The attached meets the requirements of the contract.

DeRita

Please scan to file.

Thank you

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, July 2, 2019 7:56 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI INFAX for Compliance

Karen:

Please review the attached COI for INFAX , Inc. (C18-2642-AP and C18-2641-AP) for compliance.
Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood Insurance Services, LLC 4401 Northside Parkway Suite 800 Atlanta GA 30327		CONTACT NAME: Jim Goodwyne PHONE (A/C, No, Ext): (404) 503-9100 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: jgoodwyne@ironwoodins.com	
INSURED Infax, Inc. 5900 Windward Pkwy Suite 525 Alpharetta GA 30005		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company NAIC # 02118 INSURER B: Valley Forge Insurance 20508 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1881621360

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6050273205	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6050273186	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6050273169	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea occurrence) \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6050273172	09/01/2018	09/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County, its officers and employees are additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for General Liability and Automobile Liability as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for Workers Compensation as required by written contract.

CONTRACT# C18-2641-AP
INFAX-FLIGHTVIEW XML
DATA FEED AGREEMENT
EXPIRES: 07/31/2020

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ADDITIONAL COVERAGES

Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Underinsured motorist property damage	Coverage Code UNDPD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

CA #3

DATE: July 16, 2019
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: INFAX, Inc. Flightview XML Data Feed Agreement
DEPARTMENT: Airport
BCC DISTRICT: 2


STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for INFAX, Inc. Flightview XML Data Feed Agreement at the Destin - Fort Walton Beach Airport (C18-2641-AP).

BACKGROUND: On December 20, 2016, the Board approved INFAX to install the new flight information display system in the Destin - Fort Walton Beach Airport. INFAX will provide software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed at the Destin - Fort Walton Beach Airport website. The annual fee due under the agreement is required to be paid in advance thus it requires Board's approval. INFAX's certificate of insurance is attached along with the procurement contract lease internal coordination sheet.

FUNDING SOURCE, (If Applicable):
Department #4202
Account #534900
Amount \$9,830.00

OPTIONS: Approve, Reject or Table

RECOMMENDATIONS: It is the Staff's recommendation that the Board approve the INFAX Flightview XML Data Feed Agreement at the Destin - Fort Walton Beach Airport as described above.



Tracy Stage, Airport Director 7/9/2019

RECOMMENDED BY:
APPROVED BY:






Infax - Flightview XML Data Feed Agreement Terms and Conditions

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

- 1. INFAX SCOPE:** INFAX will provide Software configuration for a WebFIDS Data Push, as well as a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed on the Destin-Fort Walton Beach Airport website.
- 2. CUSTOMER RESPONSIBILITIES:** CUSTOMER is responsible for complying with the following:
 - a. Provide Infax with remote access to the Destin-Fort Walton Beach Airport FIDS Server.
 - b. Ensure that your website provider incorporates the information provided by Infax into your website including search capabilities, creative development, etc.
- 3. FEE:** The annual fee for the Flightview XML data feed is \$9,830.00. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. The monthly Flightview XML data feed fee shall be paid monthly in advance or the fee may be paid on an annual basis. All current fees must be paid in order for services to be rendered under this agreement.
- 4. LENGTH OF AGREEMENT:** This agreement is for one year beginning August 1, 2019 and expiring July 31, 2020. Upon expiration this agreement may be extended if agreed to by both parties in writing in increments of one year periods at the option of INFAX and CUSTOMER. CUSTOMER understands that the renewal will be at the prices, terms, and conditions then in effect.
- 5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:** Should any invoice under this agreement be unpaid for more than 45 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any monthly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any monthly invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the monthly fee for the agreement in effect at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, Both parties may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or

**CONTRACT# C18-2641-AP
INFAX-FLIGHTVIEW XML
DATA FEED AGREEMENT
EXPIRES: 07/31/2020**



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

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

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

8. GENERAL:

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

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

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

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

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

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

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

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

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

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

11. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully



executed copy to CUSTOMER. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

12. INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

13. THIRD PARTY BENEFICIARIES

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



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

INFAX, INCORPORATED

CUSTOMER

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Name: Daniel L. McWilliams

Name: Charles K. Windes, Jr.

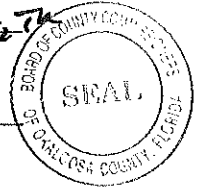
Title: CFO

Title: Chairman, Board of County

Commissioners

Date: 7/3/19

Date: JUL 16 2019





5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

Flightview XML Data Feed Agreement Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person David Cole Phone 850-651-7160 ext. 1015

Customer Contact Person Michael Kintop Phone 850-651-7160 ext. 1017

Period Covered by this Agreement: August 1, 2019 - July 31, 2020



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Alpharetta GA 30005-8862

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Flightview XML Data Feed Agreement **Exhibit 2, Insurance Requirements**

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

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining 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 on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
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 prior written 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.
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.

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:

	<u>LIMIT</u>
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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 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. 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 a 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.



SYSTEM SUPPORT AGREEMENT
Exhibit 3, Vendors on Scrutinized Companies List

VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, Concessionaire, 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 immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire 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 Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire 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 Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.