

DATE: 01/07/2021
TO: 911 Emergency Response Advisory Committee
FROM: Dale Way, Deputy Chief, Truckee Meadows Fire Protection District,
dway@tmfpd.us, 775-326-6005
SUBJECT: REQUEST FOR APPROVAL FOR funding the purchase of First Due fire response software that will provide CAD data and routing to responding resources, pre-incident planning, and high-risk occupant related data management for Truckee Meadows Fire Protection District effective February 1, 2021 for one year in an amount not to exceed \$15,000.00.

SUMMARY

Truckee Meadows Fire Protection District (TMFPD) is requesting funding for the purchase of software that will interconnect CAD data to a suite of applications that will enhance the information available to responding resources.

BACKGROUND

The First Due software suite provides several capabilities that are not currently available to TMFPD. This software allows for the District, residents, and occupants throughout the community to create fire pre-plans that will enhance the information available to responders during various emergency incidents. This data is automated through GIS and assessor's data, and is further customizable. It also allows real-time CAD data to be transmitted to responders including locations, routing, and critical information updates that are entered by dispatchers. Firefighters will be able to access this critical data while responding so that they may more efficiently, accurately, and safely deliver critical services.

This software is also currently being utilized by the Reno Fire Department. With the approval of this purchase, the software and systems would be available throughout the region, with data available across jurisdictions to mutual aid agencies. There may be potential for additional agencies to also begin utilizing this system in the future.

Staff analysis of the functionality of this software and the limited use of 911 surcharge funds has determined that this meets the intended purpose of those funds. The applicable NRS allows for the purchase of "software necessary to operate the enhanced telephone system" with the telephone system being defined as "technology, facilities, or equipment used for transmitting information from an emergency responder to the user or from the user to an emergency responder". The First Due software will meet that definition by providing mapping, routing and other location information necessary to get responders to the incident. Furthermore, the pre-planning software, GIS data, and assessor information will automatically make information available to the responders that would otherwise have to be verbally ascertained from the user. This will clearly enhance the system and the efficacy of the emergency service delivery.

The attached quotes reflect the following:

- Quote for Software on a 1-year contract (one-payment): \$15,000.00
- Sole Source letter from First due

NRS APPLICABLE

NRS 244A.7645 Provides approval of costs associated with maintenance, upgrade and replacement of equipment necessary for the operation of the enhanced telephone system.

The following is a complete definition of the NRS 244A.7645, with applicable sections highlighted:

NRS 244A.7645 Establishment of advisory committee to develop plan to enhance or improve telephone system; creation of special revenue fund; use of money in fund.

1. If a surcharge is imposed pursuant to [NRS 244A.7643](#) in a county whose population is 100,000 or more but less than 700,000, the board of county commissioners of that county shall establish by ordinance an advisory committee to develop a plan to enhance the telephone system for reporting an emergency in that county and to oversee any money allocated for that purpose. The advisory committee must consist of not less than five members who:

- (a) Are residents of the county;
- (b) Possess knowledge concerning telephone systems for reporting emergencies; and
- (c) Are not elected public officers.

2. If a surcharge is imposed pursuant to [NRS 244A.7643](#) in a county whose population is less than 100,000, the board of county commissioners of that county shall establish by ordinance an advisory committee to develop a plan to enhance or improve the telephone system for reporting an emergency in that county and to oversee any money allocated for that purpose. The advisory committee must:

- (a) Consist of not less than five members who:
 - (1) Are residents of the county;
 - (2) Possess knowledge concerning telephone systems for reporting emergencies; and
 - (3) Are not elected public officers; and
- (b) Include a representative of an incumbent local exchange carrier which provides service to persons in that county. As used in this paragraph, "incumbent local exchange carrier" has the meaning ascribed to it in 47 U.S.C. § 251(h)(1), as that section existed on October 1, 1999, and includes a local exchange carrier that is treated as an incumbent local exchange carrier pursuant to that section.

3. If a surcharge is imposed in a county pursuant to [NRS 244A.7643](#), the board of county commissioners of that county shall create a special revenue fund of the county for the deposit of the money collected pursuant to [NRS 244A.7643](#). The money in the fund must be used only:

- (a) In a county whose population is 45,000 or more but less than 700,000, to enhance the telephone system for reporting an emergency, including only:
 - (1) Paying recurring and nonrecurring charges for telecommunication services necessary for the operation of the enhanced telephone system;
 - (2) Paying costs for personnel and training associated with the routine maintenance and updating of the database for the system;

(3) Purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made; and
(4) Paying costs associated with any maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.

- (b) In a county whose population is less than 45,000, to improve the telephone system for reporting an emergency in the county.
4. If the balance in the fund created in a county whose population is 45,000 or more but less than 700,000 pursuant to subsection 3 which has not been committed for expenditure exceeds \$1,000,000 at the end of any fiscal year, the board of county commissioners shall reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed \$1,000,000.
 5. If the balance in the fund created in a county whose population is less than 45,000 pursuant to subsection 3 which has not been committed for expenditure exceeds \$500,000 at the end of any fiscal year, the board of county commissioners shall reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed \$500,000.

(Added to NRS by [1995, 1056](#); A [1999, 1686](#); [2001, 621, 2125](#); [2007, 561](#); [2009, 641](#); [2011, 1124](#))

STAKEHOLDER REVIEW(s)

Stakeholders are solely Truckee Meadows Fire Protection District.

PREVIOUS ACTION

No previous action has been taken on this specific item. However, previous purchases of software to enhance PSAP communications has been approved by the board on various occasions.

FISCAL IMPACT

The Enhanced 911 Fund is a special revenue fund which receives revenue pursuant to NRS 244A.7643 in the form of telephone surcharges collected to support the emergency reporting system. Budget authority exists within the E911 Fund to support the automated size-up, pre-incident planning and high-risk occupant related data management software subscription. The total cost for the subscription, including is \$15,000.00.

RECOMMENDATION

It is recommended that the E911 Emergency Response Advisory Committee approve the request for funding for an automated size-up, pre-incident planning and high-risk occupant related data management software subscription for Truckee Meadows Fire Protection District in an amount not to exceed \$15,000.00

POSSIBLE MOTION

Motion to approve funding the purchase of First Due fire response software that will provide CAD data and routing to responding resources, pre-incident planning, and high-risk occupant related data management for Truckee Meadows Fire Protection District effective February 1, 2021 for one year in an amount not to exceed \$15,000.00.



Locality Media, Inc

107 Seventh St
Garden City
NY
United States 11530

Exhibit A - Quote

Valid Until:
Quote Number : 1545132000038273068

BILL TO:

Brad Noble
Truckee Meadows Fire Protection District
1001 East Ninth Street, Building D, Second Floor
Reno
NV
89520

"every building, every call"

Subscription Start: Feb 1, 2021
Initial Term: 12 months
Account: Truckee Meadows Fire Protection District

Product Details	Total
First Due Suite	\$ 15,000.00

Includes access to FIRST DUE features and functionality as outlined in the attached Statement of Work plus maintenance and upgrades within the subscription term.

Sub Total	\$ 15,000.00
Tax	\$ 0.00
Adjustment	\$ 0.00
Grand Total	\$ 15,000.00

Terms and Conditions

Subscription includes unlimited users and devices for Truckee Meadows Fire Protection District

Payment Terms: Net 30
For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Statement of Work: Truckee Meadows Fire Protection District

Introduction

The purpose of this document is to define clearly included AND excluded:

- Modules
- Implementation
- Training
- Support

1. Modules:

Module	Definition	Included
First Due Base	All core components of the platform including Size-Up Page, User Management, Alert Tiles, Size-Up Story.	Included
Data Connect	Connection to multiple offline and online data sources to bring in necessary emergency response specific data to be presented within the base platform. A connection is defined as any sort of automated push or pull of data from a database or application, either offline or online.	Included
Pre-Incident Planning	The ability to create pre-incident plans using first due's pre-plan module. This includes the ability to map emergency response related units geospatially, add general property data associated with an occupancy as well as contact, hazmat information and images.	Included
Responder	Mobile responder web, iOS and Android applications which includes CADLink, dispatch notifications, routing and incident/layer mapping.	Included
Community Connect	Allows Emergency Response Agencies to communicate with their residents and commercial property owners by providing them portal access to add critical data about their property and its occupants.	Included
Fire Prevention	Schedule, manage and complete Fire Inspections with custom checklists, code management and integrated pre-planning and occupancy management.	Not Included
Incident Reporting	Includes Access to First Due Incident Reporting / Documentation Module, allowing your agency to initiate, complete and send Incident Documentation to required regulatory bodies at state and local level. Additional Scope is defined in the SoW.	Not Included

2. Implementation:

First Due set-up is simple and requires very little customization. Most configuration and set-up is completed by the First Due team. Out-of-the-box Implementation is defined as the set-up of the included modules above. Our standard implementation is approximately 4-6 weeks and includes:

1. Account Set-Up
2. Kick-off and Training
3. Optimization
4. Full Roll Out

Any scoped customization included in this document will be described below and in the estimate. Any additional customization scoped at a later date will be provided in a separate SoW at that time.

3. Training:

As part of the implementation, customer will receive light training during the implementation process as outlined below:

1. 45 minute training during project kick-off
2. 60 minute train the trainer session during optimization stage
3. Access to online training videos, documents and content

Additional training over and above this is **\$1,000/day** per First Due employee for onsite training, and **\$100/hour** for online training. This will be outlined below and in the estimate.

4. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **February 1st, 2021** (the "Effective Date") is made by and between Locality Media, Inc dba First Due Size Up a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Truckee Meadows Fire Protection District** located at **1001 East Ninth Street, Building D Second Floor, Reno, Nevada 89520** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history)), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software

("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other

party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Department shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying
18. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

[Signature page follows]

LOCALITY MEDIA, INC.

Truckee Meadows Fire Protection District

By:

By:

Name: Andreas Huber

Name:

Title: CEO

Title:

Date:

Date:



December 10th, 2020

Truckee Meadows Fire Protection District
1001 East Ninth Street, Building D Second Floor
Reno, NV 89520

RE: First Due is the sole source for automated size-ups and pre plans on all buildings in the Truckee Meadows Fire Protection District.

Fire Chief Charles A. Moore,

Locality Media Inc dba First Due solves the data problem for emergency response operations by automatically connecting to online and offline data sources, bringing critical building and occupancy information into one central cloud-based platform. The system translates that wealth of information into a quick and easy-to-consume format that is accessible on any device and fully integrated with your dispatch process, unique SOPs/SOGs and existing CAD (Computer Aided Dispatch) system. The platform also includes a simple to use data collection and digital mapping tool for pre-incident planning and covid-19 & high risk occupant related data management for use in the field on any device as well as Community Connect; which enables residents to securely submit life safety information and facility managers & commercial business owners to communicate occupancy and pre plan data with your department; including covid-19 related health information all within First Due's PHI & HIPAA compliant cloud.

First Due is the only cloud-based platform in the market to provide automatic size-ups and pre-fire plans on all buildings in the Truckee Meadows Fire Protection District's jurisdiction across Commercial AND Residential locations that is integrated with your CAD, open data platform ArcGIS, your Fire Records Management System and customizable to your operation. It is also the only product in the market to provide operations with relevant data from your other municipal agencies in our proprietary dynamic icon-based front end for responders in the field at the time of dispatch with automated incident address location matching - a claim no other solution in the market can make.

All components of our platform are designed, produced and sold exclusively by First Due in New York, New York. For more information please visit www.FirstDueSizeUp.com.

Andreas Huber

CEO | First Due

107 Seventh St
Garden City, NY 11530

888.504.0016
FirstDueSizeUp.com