

**STATE OF NORTH CAROLINA  
COUNTY OF ORANGE**

**CONTRACT FOR  
FIRE DEPARTMENT RECORDS  
MANAGEMENT SYSTEM**

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and “Locality Media, Inc. dba First Due”, herein “Contractor”, for services hereinafter described for the Town of Chapel Hill. This Contract is for a cloud-based system for fire department records creation, management, and retention.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor’s services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed \$49,690 in FY2025, \$49,549.50 in FY2026, and \$52,026.98 in FY2027. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
6. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence, and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Based on nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party sixty (60) days written notice of termination prior to the end of the term as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied

or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.

17. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this Contract, then this Contract shall automatically expire without penalty to the Town, sixty (60) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

18. Construction Project Related Sales Tax: If applicable, the Contractor shall furnish the Town certified statements setting forth the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.

19. Term: This Contract, unless amended as provided herein, shall be in effect until July 31, 2027.

[SIGNATURES ON FOLLOWING PAGE.]

This Contract is between the Town of Chapel Hill and Locality Media, Inc. dba First Due for a cloud-based system for fire department records creation, management, and retention.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

**LOCALITY MEDIA, INC. DBA FIRST DUE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_  
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

Approved as to Form and Authorization

\_\_\_\_\_  
ATTORNEY FOR TOWN

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE

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# Attachment 1- Exhibit A

**first due**  
 Locality Media, Inc. dba First Due  
 107 Seventh St,  
 Garden City, NY, 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

Prepared By: Katherine Norman  
 Valid Until: August 1, 2024  
 Renewal Quote Number: 1545132000263384594

**BILL TO:**

Ryan Campbell  
 Chapel Hill Fire Department  
 403 Martin Luther King Jr Blvd  
 Chapel Hill, NC 27514

**Renewal Quote: 1545132000263384594**

**Account:** Chapel Hill Fire Department  
**First Renewal Term Subscription Start:** August 1, 2024  
**First Renewal Term:** 36 Months

First Due Existing Modules Renewal	Total
<b>Product Details</b>	
<b>Occupancy Management &amp; Pre-Incident Planning (Renewal)</b> Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
<b>Responder (Renewal)</b> Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
<b>Inspections (Renewal)</b> Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
<b>Permitting (Renewal)</b> Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
<b>Investigations (Renewal)</b> Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.	
<b>Incident Reporting – NFIRS (Renewal)</b> Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.	
<b>Incident Reporting – NFIRS EMS+ (Renewal)</b> Includes standard NFIRS EMS Module with additional fields for enhanced patient documentation. Fields include Treatments, Procedures, Medications, Vitals, Signature	
<b>Scheduling (Renewal)</b> Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
<b>Personnel Management (Renewal)</b> Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
<b>Training Records (Renewal)</b> Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
<b>Events &amp; Activities (Renewal)</b> Create Events, View Global Activity Log, and Access Global Calendar.	
<b>Assets &amp; Inventory (Renewal)</b> Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
<b>CAD Integration (Renewal)</b> Automated importing of CAD calls via XML, Database Connector or API.	

First Renewal Term: Year 1 (8/1/2024 – 7/31/2025)	\$39,690.00
First Renewal Term: Year 2 (8/1/2025 – 7/31/2026)	\$41,674.50
First Renewal Term: Year 3 (8/1/2026 – 7/31/2027)	<u>\$43,758.23</u>
<b>First Renewal Term: 36-Month Grand Total</b>	<b>\$ 125,122.73</b>

\*Excluding Tax

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**Additional Modules Quote: 1545132000283999037**

**Account:** Chapel Hill Fire Department  
**Subscription Start Date:** August 1, 2024  
**Initial Term:** 36 months  
**Annual Subscription:** \$ 7,500.00

<b>First Due Additional Modules</b>	<b>Total</b>
<b>Product Details</b>	
<b>Community Connect</b>	
Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	
<b>Training Integration w/Third Party (Target Solutions)</b>	
Training Integration with Target Solutions	
<b>Fire Recovery Integration</b>	
Fire Recovery Integration	
<b>Essentials Online Training Package</b>	
4 Hours Online Training with certified First Due Instructor	
<b>Implementation and Configuration Services</b>	
Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
One-Time Fees Subtotal	\$ 2,500.00
Subscription Fees Subtotal	\$ 7,500.00
Additional Modules Total Year 1 (8/1/2024 – 7/31/2025)	<b>\$ 10,000.00</b>
Additional Modules Total Year 2 (8/1/2025 – 7/31/2026)	<b>\$ 7,875.00</b>
Additional Modules Total Year 3 (8/1/2026 – 7/31/2027)	<b>\$ 8,268.75</b>
<b>Additional Modules 36-Month Grand Total</b>	<b>\$26,143.75</b>
	<small>*Excluding Tax</small>

<b>First Due Fee Summary</b>	
<b>Total Year 1 Summary (8/1/2024 – 7/31/2025)</b>	
First Due First Renewal Term Year 1 Total:	\$ 39,690.00
First Due Purchase of Additional Modules Total Year 1:	\$ 10,000.00
<b>Total Year 1</b>	<b>\$ 49,690.00</b>
<b>Total Year 2 Summary (8/1/2025 – 7/31/2026)</b>	
First Due First Renewal Term Year 2 Total:	\$ 41,674.50
First Due Purchase of Additional Modules Total Year 2:	\$ 7,875.00
<b>Total Year 2</b>	<b>\$ 49,549.50</b>
<b>Total Year 3 Summary (8/1/2026 – 7/31/2027)</b>	
First Due First Renewal Term Year 3 Total:	\$ 43,758.23
First Due Purchase of Additional Modules Total Year 3:	\$ 8,268.75
<b>Total Year 3</b>	<b>\$ 52,026.98</b>
<b>Grand 3-Year Total</b>	<b>\$ 151,266.48</b>

**Terms and Conditions**

The above-listed Total Year 1 will be invoiced on or around the First Renewal Term Subscription Start date of August 1, 2024. For subsequent annual periods, the Service fees are due and payable annually in advance on August 1st.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: | Account #: