Public Safety and General Government Committee of the Common Council

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings

Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Michele DeLuca at mdeluca@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

Public Safety and General Government Committee of the Common Council

May 23, 2024, 7:00pm VIA Zoom

Meeting Agenda

I. Call to Order
II. Roll Call
III. Public participation
IV. Acceptance of minutes- April 25, 2024
V. New Business

Fire Department

1. Authorize, the Mayor Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed $48,040.00. (Acct. # 011370-5742)

Police Department

1. **Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.**
2. **Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.**

VI. Adjournment

Next Meeting: June 27, 2024 at 7:00p

CITY OF NORWALK
PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
APRIL 25, 2024

Attendance: Jenn McMurrer, Chair; Jalin Sead; Douglas Sutton; Josh Goldstein; Heather Dunn

Staff: Michele DeLuca, Deputy Director Emergency Management; Paul Sotnik, Senior Engineer, DPW

I. CALL TO ORDER

Ms. McMurrer called the meeting to order at 7:02PM.

II. ROLL CALL

Ms. McMurrer called the roll and all members that are listed were in attendance.

III. PUBLIC PARTICIPATION

There was no public participation this evening.

IV. ACCEPTANCE OF MINUTES- MARCH 28, 2024

**** MR. SEAD MOVED TO APPROVE THE MINUTES AS SUBMITTED.**
**** THE MOTION PASSED UNANIMOUSLY.**

V. NEW BUSINESS

Department of Public Works

AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO HAVE EVERSOURCE ELECTRIC INSTALL FOUR (4) NEW POLES AND THE ASSOCIATED WIRING FOR FOUR (4) NEW STREET LIGHTS ON THE NORTH SIDE OF COSSITT ROAD TO THE INTERSECTION OF SCRIBNER AVENUE WITHIN THE CITY RIGHT-OF-WAY IN ACCORDANCE WITH THE ATTACHED PLAN, AT AN APPROXIMATE ONE-TIME COST OF $10,000 TO BE PAID FROM ACCOUNT NUMBER 014021-5241.

Mr. Sotnik presented the proposed street lighting plan for Cossitt Road and said that DPW received a request in the form of a neighborhood petition from approximately 17 residents of Cossitt Road and Chatham Drive requesting that new streets lights be installed on Cossitt Road at the intersection of Scribner Avenue. He said there are no streetlights in the area today between Cossitt Road and Scribner Avenue, and the only existing light that is there today is at the entrance ramp on the northbound side ramp of I-95. He said they are requesting four new lights and after laying out the plan what they have requested makes sense.

Mr. Sotnik said that DPW will also be doing a curb and sidewalk project in the area in coordination with TMP and they have requested a bump out in the corner to align the intersection and straighten it up to a T-intersection, and an ADA ramp and new sidewalk will also be installed on the south side of Cossitt Road, and there is an existing pole that has no light on it and will be using the wires from there and the light pole will go just behind the existing curb line and will leave just enough space for people to get by until the bump out is done, and the new sidewalk is installed, and the ADA ramp is created. He said there is a onetime cost of $2,500 for each of the four poles for a total of $10,000 and the reoccurring monthly cost for the electricity will be $100 per month.

Mr. Goldstein asked what the expected timeline of the project is since it will be preceding the sidewalk construction. Mr. Sotnik said if approved by the Common Council he will contact Eversource to create a work order and once their portion is completed it will just be a few weeks following that and TMP plans on doing the sidewalk project at the end of the summer.

Ms. Dunn asked if there was any investigation into using solar lights. Mr. Sotnik said they have asked Eversource several times and at this point they do not do solar lighting for the streetlights and one of the reasons is that there may not get enough sunlight to provide power to the lights. Ms. Dunn asked if that is consistent with other towns. Mr. Sotnik said he believes so.

Mr. Sead asked if there has been any thought into a light or three way stop for the safety of the intersection for the people coming out of Cossitt Road onto Scribner Avenue. Mr. Sotnik said he had not heard of anything but that would go through TMP. Ms. McMurrer said she has a call with Mr. Travers in the morning and she will ask Mr. Travers and report back.

Ms. Dunn said the bump outs for her are very difficult and asked why they are being installed. Mr. Sotnik said that while putting the curb and sidewalk plans together TMP had requested the bump out in this area, and it was his understanding they are trying to "T "the intersection to a conventional intersection. Ms. McMurrer said she will also get clarification on this from Mr. Travers and report back to the committee.

**** MS. DUNN MOVED TO AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO HAVE EVERSOURCE ELECTRIC INSTALL FOUR (4) NEW POLES AND THE ASSOCIATED WIRING FOR FOUR (4) NEW STREET LIGHTS ON THE NORTH SIDE OF COSSITT ROAD TO THE INTERSECTION OF SCRIBNER AVENUE WITHIN THE CITY RIGHT-OF-WAY IN ACCORDANCE WITH THE ATTACHED PLAN, AT AN APPROXIMATE ONE-TIME COST OF $10,000 TO BE PAID FROM ACCOUNT NUMBER 014021-5241.**
**** THE MOTION PASSED UNANIMOUSLY.**

<u>AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO HAVE EVERSOURCE ELECTRIC INSTALL FOUR (4) NEW POLES AND THE ASSOCIATED WIRING FOR FOUR (4) NEW STREET LIGHTS ON THE NORTH SIDE OF COSSITT ROAD TO THE INTERSECTION OF SCRIBNER AVENUE WITHIN THE CITY RIGHT-OF-WAY IN</u>

<u>ACCORDANCE WITH THE ATTACHED PLAN, AT AN APPROXIMATE COST OF $100.00 PER MONTH, TO BE PAID FROM ACCOUNT NO. 014021-5241</u>

**** MS. DUNN MOVED TO AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO HAVE EVERSOURCE ELECTRIC INSTALL FOUR (4) NEW POLES AND THE ASSOCIATED WIRING FOR FOUR (4) NEW STREET LIGHTS ON THE NORTH SIDE OF COSSITT ROAD TO THE INTERSECTION OF SCRIBNER AVENUE WITHIN THE CITY RIGHT-OF-WAY IN ACCORDANCE WITH THE ATTACHED PLAN, AT AN APPROXIMATE COST OF $100.00 PER MONTH, TO BE PAID FROM ACCOUNT NO. 014021-5241**
**** THE MOTION PASSED UNANIMOUSLY.**

VI. DISCUSSION

Ms. McMurrer said the Earth Day event will be held this Saturday, from 12:00PM to 4:00PM on the town green and thanked Mr. Sotnik and the entire committee for all the work they have done on the event.

VII. ADJOURNMENT

**** MR. GOLDSTEIN MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:20PM.

Respectfully submitted,

Dilene Byrd

MEMO

To: Common Council, Public Safety and General Government Committee

From: Assistant Chief Mark Conte

RE: Common Council Authorizations

DATE: May 30, 2024

1. Authorize, the Mayor Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed $48,040.00. (Acct. # 011370-5742)

Background:

The Fire Department is upgrading to First Due Records Management Software (RMS). This software will provide one record-keeping for all Divisions within the department where several are currently used. It is also utilized by all neighboring Fire Departments, allowing occupancy fire pre-plan information to be shared during mutual aid incidents. First Due Software contains a unique "Community Connect" feature that will allow city residents to enter important pre-plan safety information regarding their residences.

NORWALK
The Sound of Connecticut

DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 04/30/2024 **DEPARTMENT:** Fire

Procurement by non–competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

✓	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). **Please forward this form and supporting documentation within 48 hours of the Emergency**
☐	Other, please explain:

TOTAL COST: $48,040.00 **MUNIS Account:** 011370-5742

VENDOR: First Due

Purchasing Agent Signature	**The Purchasing Agent**		**Department Head Signature**
Sharon Conners Digitally signed by Sharon Conners Date: 2024.05.06 13:24:48 -04'00'	x	**Supports**	Gino Gatto
Purchasing Agent Name		**Does Not Support**	**Department Head Name**
		Single Source Requires Common Council Authorization (in excess of $20,000.00)?	Gino Gatto
Date			**Date** 4/30/2024

JUSTIFICATION:

First Due software is the only software containing all the modules that meet the Fire Department's needs. The software is also used by all neighboring Departments. This will allow the Norwalk Fire Department to share our building pre-plan and hydrant information with Departments providing mutual aid to Norwalk. This feature will also allow the Norwalk FD to obtain the same critical information while providing mutual aid to other municipalities. The software is also compatible with the Nexgen Computer Aided Dispatch (CAD) software used by Norwalk Dispatch.
First Due is the only software to also offer a Community Connect feature that will allow property and business owners to enter pre-plan and safety information regarding their property or business. This feature is also being expanded to allow building and business owners to schedule their fire inspections.
The current software is inadequate in features and requires the Department to use several different types of software to operate the Department. First Due software will allow the Fire Department to consolidate to one subscription, providing cost savings.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): ____________________

Vendor 1: ________________________________

Vendor 2: ________________________________

EMERGENCY: Explain in detail the nature of the emergency

City of Norwalk Vendor Questionnaire
IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):** Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Locality Media Inc (DBA First Due) 107 7th Street, Garden City, NY, 11530 POC: Ryan Singelyn & Dre Mihaylo / (858) 437-7829 or (949) 526-2206 / ryan.singelyn@firstdue.com or dre@firstdue.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

First Due is providing our SaaS Records Management System to the City of Norwalk's Fire Department.

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ■ NO ☐

We are a SaaS solution and will be responsible for the maintenance, management, hosting, upgrades and performance of our system. All users of our system will access this system through their desktop, laptop, or mobile devices. Our system is operated through the browser on these devices. Our system will only need access to City equipment if the equipment used to access First Due is owned by the City.

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)
   a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ■ NO ☐

First Due will use or access data the Fire Department utilizes in it's current RMS system. This data will come from multiple systems, including the city's accessors, mapping tools (such as ESRI) and legacy data covering Inspections, Incident Management, Permits, Training data, Asset Data and Personnel data. We will also be integrating with existing systems that manage employee scheduling, as well as your city's CAD system.

If your answers to Questions 3 and 4 are BOTH "*NO*", thank you for completing the IT Information Security Questionnaire.

If one or both questions are "*YES*", please complete the remaining questions.

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5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

First Due is a remote-first organization, however we have one primary office location located in Garden City, NY.

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

All First Due client data is hosted and stored by AWS. We utilize the AWS data centers, East-1, East-2 and Central-1.

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

Locality Media Inc (DBA First Due) is a C Corporation.

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ■ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☐ NO ☐

First Due can provide our solution offsite. Our Implementation team will work remotely together with your IT team to implement our system.

10. **Access to Data:** How is your organization accessing City data?
**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

First Due is a SaaS solution. Data will be shared to our system in a variety of ways. This includes moving legacy data over from existing systems to our system, as well as accessing several systems such as City accessors, ESRI and more. Our Implementation Team will work hand in hand with your IT team during the Discovery and Planning stages to review all city data our system will access, and the necessary API's, exports, etc... to access this data.

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store date outside of the United States?

YES ■ NO ☐

All First Due client data is hosted and stored by AWS. We utilize the AWS data centers, East-1, East-2 and Central-1.

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ■ NO ☐

First Due is a multi-tenant, cloud-based platform, accessed via secure login. Customer data is segregated at the database level and requires login to access. Customers can customize and configure their individual account without impacting updates and versions.

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

Yes. First Due has been audited for, and is compliant with, SOC-1 and SOC-2 Type II standards. Our audits can be provided upon request.

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

YES ■ NO ☐

b. How often are the information security policies and procedures reviewed and updated?

Policies are reviewed and updated at least yearly, and as frequently as quarterly.

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

Our CTO and Director of Architecture and IT.

d. Does your organization have privacy policies and procedures?

YES ■ NO ☐

e. How often are the privacy policies and procedures updated?

At least yearly.

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

Our CTO and Director of Architecture and IT.

g. What methods of encryption are utilized for data at rest and in transit?

All data at rest is encrypted at AES-256 and all data in transit is encrypted at TLS v1.2.

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

All connections via our jump host in the AWS cloud (for support services) are FIPS 140-2 certified. All network traffic is encrypted via TLS v1.2, and is not FIPS 140-2 certified

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ■ NO ☐

We host our system inside a virtual private cloud, protected by the accompanying firewalls AWS uses. When a device is connected to our application, the data is encrypted and secured over HTTPS. It then passes through AWS's internet gateway. This gateway is protected by deny-by-default security groups and firewalls to ensure that only deliberately allowed traffic can pass through.

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ■ NO ☐

Yes.

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

Automated Pen Testing is done weekly, and manual testing is done at least once per year.

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ■ NO ☐

All employees have background checks performed prior to hiring. This includes credit, reference and criminal checks. Any employees who's role or responsibilities are tied to the handling of data have additional levels of checks done, including international checks if required.

m. Does your organization utilize multi-factor authentication?

YES ■ NO ☐

We can support several authentication platforms and technologies. This includes Identity or Active Directory platforms, such as Microsoft Entra ID (formerly known as Azure Active Directory), Okta, OneLogin, etc. We can also support MFA through the implementation of these integrations. First Due is also developing a native MFA solution.

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ■ NO ☐

AWS utilizes these measures. Further information can be found at:
https://aws.amazon.com/compliance/data-center/controls/

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ■ NO ☐

Our process goes through the standard phases of planning, design, development, testing, and deployment. During planning all security requirements are identified and included in the development process. All code is required to be reviewed prior to being pushed into our production environment, and vulnerability scans are performed continuously via integration with our code base, as well as automated vulnerability scans performed against our product on a weekly basis via a third party.

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ■ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ■ NO ☐

This is required in order to maintain compliance with our SOC2 Type II standards.

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☒ NO ☐

These are sent out throughout the year and monitored by our IT team.

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☒ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☒ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☒

However, if a user has access to our infrastructure or data then yes their laptop is encrypted.

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☒ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☒ NO ☐

15. Risk Management

a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ■ NO ☐

Our policies are based around our SOC2 Type II standards.

b. Does your organization have documented enterprise risk management policies and procedures?

YES ■ NO ☐

This is documented via our employee security portal and available for all to review.

c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

Our CTO and Director of Architecture and IT.

d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ■

Only AWS for data storage/hosting.

e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ■

However, we are audited by our SOC2 auditor yearly in order to maintain compliance.

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ■

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ■ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ■ NO ☐

b. How often is the business continuity plan updated?

Yearly

c. Does your organization conduct business continuity tests once per year?

YES ■ NO ☐

At least once per year

d. Does your organization have a disaster recovery plan?

YES ■ NO ☐

e. How often is the disaster recovery plan updated?

Yearly

f. Does your organization conduct disaster recovery tests once per year?

YES ■ NO ☐

At least once per year

g. Does your organization have business continuity and/or disaster recovery sites?

YES ■ NO ☐

In the event of a regional or local disaster, First Due has redundant servers across multiple AWS regions.

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ■

first due

March 15th, 2024

Norwalk Fire Department
121 Connecticut Ave
Norwalk, CT, 06854

First Due is the sole source for fire & life safety-based occupancy management, pre-planning, mobile and web response, hydrant management, inspections, invoicing, permitting, investigations, NFIRS incident reporting, personnel management, training records, events and activities, assets and inventory and community connect, for the Norwalk Fire Department

To Whom It May Concern,

Locality Media Inc dba First Due provides end-to-end support for fire/EMS services, fulfilling the identified needs and requirements set forth by the Norwalk Fire Department. **This software is exclusively owned by Locality Media, Inc. and we are the sole provider of this solution.**

We offer:

- A best-of-breed Occupancy Management and Pre-Incident Planning solution to collect data and create comprehensive pre-plans in the field, and create pre-plans on every structure by interfacing with data sources such as the assessor's office and the building department.
- A complete Responder application, tied to dispatch, so crews can access critical information at the time of response, as well as be notified en-route to the call, all available via the web, as well as iOS, and Android applications.
- A Hydrant Management system, allowing users to view hydrants on pre-plan and responder maps,including hydrant lists, hydrant types, hydrant uploads, hydrant set up and ArcGIS hydrant layers.
- A comprehensive Inspections module, including functionality for field inspections,virtual inspections, scheduling systems, pre-incident planning, and violation management tools.
- A next-gen invoicing module, designed to be highly configurable, and easy to use, allowing for bulk invoicing, online payments, and extensive reporting.
- A permitting module, including permit management, customizable permit type creation,the ability to plan reviews, and manage permit fees.
- An investigations module allowing users to organize and analyze documentation, while keeping information secure and separated from other modules.
- An Incident Reporting platform with automated NFIRS and NFORS reporting.
- A Personnel Management allowing users and administrators to store, manage and access employee records including demographic data, certifications and employment information.
- A Training Records module, allowing users to be assigned training, record completions, view training logs and manage certifications.
- An Events and Activities module allows users to align planned training, community events and station activities, as well as view a master global calendar.
- Asset and Inventory Management module with real-time insight and statistics into apparatus & equipment health, usage, and compliance.
- A one of a kind interactive "Community Connect" platform. This allows your residents and business owners to share critical life safety information on the occupants of their homes & businesses.

All components of our platform are designed, produced and sold exclusively by First Due.

For more information, please visit www.firstdue.com.

Andreas Huber

Andreas Huber
CEO | First Due

107 Seventh St Garden City, NY 11530

516.874.4741
FirstDue.com

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement for Services

This Agreement for Services (this "Agreement") dated as of **June 30, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Norwalk Fire Department** located at **121 Connecticut Ave, Norwalk, CT 06854** (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. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.

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 Wi-Fi 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 **36 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. 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 written 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 COMMERCIALLY 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. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	**Vendor's Initial Response will be provided within:**	**Vendor's Temporary Resolution will be provided within:**	**Vendor's Final Resolution will be provided within:**
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

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 Customer 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 party.

18. 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 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 Connecticut.

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.

26. Agreement Billing Information
    a. **Accounts Payable Contact**

       Name: ______________________________

       Email: ______________________________

       Phone: ______________________________

    b. **Tax Exempt** ______________________________ (Yes/No)
       If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

    c. **Purchase Order Required** ______________________________ (Yes/No)
       If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.		**Norwalk Fire Department**	
By:	____________________	By:	____________________
Name:	Andreas Huber	Name:	____________________
Title:	President & CEO	Title:	____________________
Date:	____________________	Date:	____________________

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/

Exhibit A - Quote
Prepared By: Dre Mihaylo
Valid Until: August 1, 2024
Quote Number: 1545132000226844514

BILL TO:
Mark Conte
Norwalk Fire Department
121 Connecticut Ave
Norwalk, CT 06854

Account: Norwalk Fire Department
Subscription Start: June 30, 2024
Initial Term: 36 months
Annual Subscription: $44,240.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management – Basic Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Investigations Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
Community Connect 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.	
Scheduling Integration w/ Third Party (Telestaff) Scheduling Integration with Telestaff	

CAD Integration
Automated importing of CAD calls via XML, Database Connector, or API.
Essentials Online Training Package
4 Hours Online Training with certified First Due Instructor
Implementation and Configuration Services
Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	$ 3,800.00
Subscription Fees Subtotal	$ 44,240.00
Total Year 1	**$ 48,040.00**
Total Year 2	**$ 46,452.00**
Total Year 3	**$ 48,774.60**
3-Year Grand Total	**$ 143,266.60**

Statement of Work
Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions
The above-listed Total Year 1 will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 90 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972

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/

Statement of Work | Norwalk Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Norwalk Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

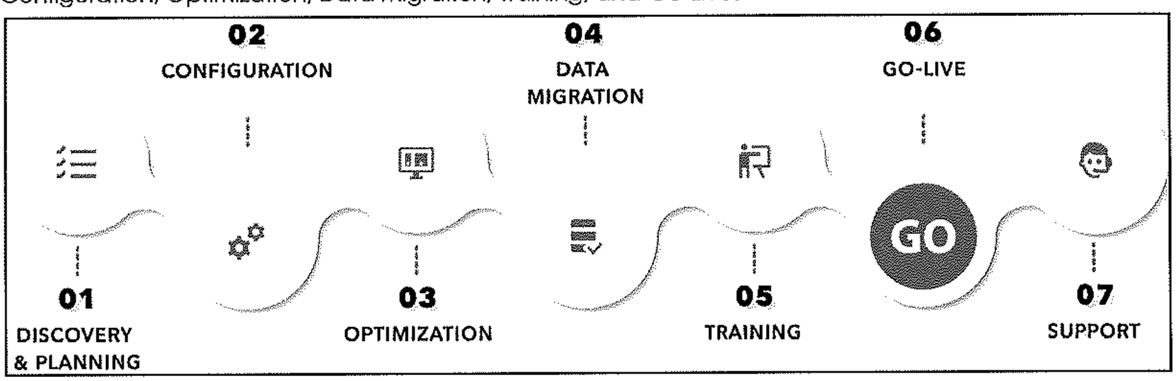
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email:** support@firstdue.com
- **Phone**: (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Locality Media, Inc.

2 Business name/disregarded entity name, if different from above

First Due

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

107 7th Street

Requester's name and address (optional)

6 City, state, and ZIP code

Garden City, NY 11530

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

8 1 – 1 3 8 8 0 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Andreas Huber Date ▶ Jan 02 2024 08:32 PST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Norwalk Department of Police Service

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Common Council Authorization for Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant Award
Date:	May 13, 2024

The Department of Justice (DOJ) has approved the application submitted by the City of Norwalk Police Department for an award under the funding opportunity entitled FY22 Project Safe Neighborhoods (PSN) Grant Award. The grant award is approved for $18,000. The budget period start date is October 1, 2022 and the budget period end date is September 30, 2025.

The Norwalk Police Department proposed funding to support the purchase of fixed automatic license plate readers (ALPR). These ALPR's will be installed around the City of Norwalk to include areas that have been identified where crimes, car burglaries, and stolen motor vehicles have occurred. ALPR's can produce alerts for missing persons, silver alerts and amber alerts. They help in the deterrent and detection of car burglaries, vehicles used in other crimes, and generate investigative leads.

The ALPR systems are growing and commonly used within other cities and states. The system will interface with other ALPR's installed throughout the country and Connecticut to include the town of New Canaan and coming to Darien, Fairfield, Ridgefield, Danbury, and Newtown. The interface allows valuable information to be developed and shared with partner agencies that is beneficial to investigating, combating, but also preventing future violence.

Based on the award amount, the Norwalk Police Department has the ability to purchase and install six (6) ALPR readers for placement around the City. The readers can either be stand alone or attached to existing structures and are solar powered.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.

2. Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.

The Justice Education Center, Inc.

May 8, 2024

Chief James Walsh
Norwalk Police Department
1 Monroe Street
Norwalk, CT 06854

Dear Chief Walsh,

Congratulations on your FY22 Project Safe Neighborhoods Grant Award.

Enclosed you will your Grant Award and Special Conditions documents. Please note that this award is subject to all DOJ administrative and financial requirements (enclosed), which includes the timely submission of all financial and programmatic reports and the resolution, if any, of all interim audit findings. DOJ strongly stresses the adherence to these requirements, without which the award may be subject to termination.

Please don't hesitate to contact me if you have any general questions about your award. For specific queries regarding contract guidelines and requirements, please contact Laura Whitacre at laura@justiceeducationcenter.org.

We very much look forward to working with you in the months ahead.

Sincerely,

Sherry Haller

Sherry Haller
Executive Director

Enclosures

2022 PSN Award Acceptance Signature Page

Recipient Name and Address Chief James Walsh Norwalk Police Department 1 Monroe Street Norwalk, CT 06854	**Project Period:** 10/1/2022-9/30/2025
Project Title Automatic License Plate Readers	**Budget Period** 10/1/22 – 9/30/25
Award Amount $18,000	**Award Date:** May 8, 2024
Special Conditions The above grant project is approved subject to such conditions and limitations as are set forth on the attached pages.	**Statutory Authority for Award** This project is supported under FY22 (BJA Project Safe Neighborhoods Award) Public Law 115-141, 132 Stat. 348, 420; title I of Public Law 90-351 (generally codified at 34 USC ch. 101); 28 USC 530C(a)
Approving Official Sherry Haller Executive Director	**Grantee Official** James Walsh, Chief of Police
Signature of Approving Official	**Signature and Date of Recipient Official**

Grant Award Instructions

The following steps are provided as a tool for the administration of your Project Safe Neighborhoods FY22 award.

Step 1: Review the award and special conditions and sign the grant award

Step 2: Fulfill reporting and data requirements

Step 1: Review Award and Special Conditions

If you agree with the terms and conditions, please sign and date the agreement and initial the special conditions. Submit the signed agreement to Laura Whitacre via email at laura@justiceeducationcenter.org.

If you do not agree with the terms and conditions, contact Laura Whitacre via email to decline, withdraw, or request modification.

You have 30 days from the award date to accept the award. Notify Laura Whitacre if your organization is unable to accept the award within this timeframe. Failure to accept within 45 days may result in de-obligation of funds

Step 2: Fulfill Reporting and Data Requirements

Reporting requirements must be met during the life of the grant. Please send the data to Laura Whitacre at laura@justiceeducationcenter.org no more than 15 days after the close of each quarter. Specific reporting requirements will be determined with the project's research partner, Dr. Ron Schack.