




MEMORANDUM

TO: Paul Marzocca, Police Chief

FROM: Michael Ashley, Deputy Director of Administration 

SUBJECT: FirstTwo

DATE: August 31st, 2023

The purpose of this memorandum is to seek approval for the Police Department to purchase a full agency license from FirstTwo as a Sole Source provider in FY23/24 for their GIS mapping, crime analysis, and tracking software.

The software provided by FirstTwo is exclusively available to public safety agencies and is not offered elsewhere. After extensive research to find a similar product, no other vendor was located that offers this geospatial data visualization. FirstTwo is able to provide real-time GPS based mapping, contact and identity information, is Open Source Intelligence (No (CJI) Criminal Justice Information), and works on all devices. Other platforms can take known information and add it to map layers, while FirstTwo provides real-time data with opensource information, leaving them with no competitors. Layers can also be added to FirstTwo for Virtual Block Watch, criminal history, internal investigative operations, assigned officer positions, call history, school/business response plans and many more.

The same team that created FirstTwo has previously developed popular investigative opensource data collection websites being used by many people or by investigators in a private or business setting. This previous knowledge and development makes the translation of "real-time" public data being displayed on the screen very smooth for the officer. This can be viewed on their computer in the patrol vehicle or from any device at any other location as needed. Having no setup requirements, ability to access on any device, seeing real-time data, and ease of use, leaves us with no other company to compare this product with.



FirstTwo, Inc.
1 Blackfield Drive #242
Tiburon, CA 94920
www.firsttwo.com
support@firsttwo.com
888-934-7782

Quote

Quote # Q1577

7/7/2023

Name / Address	Account #	Term	Start Date
El Mirage PD 12401 W Cinnabar Ave El Mirage, AZ 85335	1517	1 Year	7/8/2023
Quantity	Description	Unit Price	Amount
1	FirstTwo Full Agency License Based on Agency Size: 61 - 80 Unlimited Users, Searches and Devices Support and Training Included Unlimited Agency Layers Included 3rd Party Integrations (where applicable) See pricing @ https://www.firsttwo.com/pricing.html Term July 8, 2023 - July 7, 2024	6,000.00	6,000.00
Total			\$6,000.00

Payment Remittance Instructions

Please include your customer name and/or number when remitting payment.

Checks sent through regular mail:

Send payment to:

FirstTwo, Inc.

1 Blackfield Drive #242

Tiburon, CA 94920

Contact FirstTwo to arrange payment via ACH, Credit Card or Wire Transfer at (888) 934-7782 or support@firsttwo.com.

August 3, 2023

FirstTwo is a sole source product, sold and distributed exclusively by the manufacturer, FirstTwo, Inc., and must be purchased by institutions directly from FirstTwo, Inc. There are no agents or dealers authorized to represent this product in the United States.

FirstTwo software is unique in the marketplace. No other company makes a similar, interchangeable or competing product. The FirstTwo software provides the following capabilities and features which, taken together, form a product for which no substitutions are available.

- The product is “map-centric” first. Its presentation of our proprietary geo-coded information on a map, utilizing public records and other open source information, is unique in the industry.
- The product responds to the location of the user, providing situational awareness based on the current, active location without the need to do a manual search. Data is not static and the map based display will change as the user moves to show new, updated information for the user’s surroundings. No comparable product provides this capability.
- The product allows for others layers of data (e.g. parole, businesses, probation, public cameras, schools, pre-plans) to be optionally added to the map, creating a customized product uniquely and distinctly valuable to local jurisdictions.
- The product may be configured to automatically link to local data sources, like a local property assessor website, to create a customized product uniquely and distinctly valuable to local jurisdictions.
- The product is exclusively available to public safety agencies. It is not offered or used by any other audiences, and the history of queries is not used for any other purposes.
- The product was conceived by, and developed in cooperation with, both first responders and public safety officers. Its design is optimized for use in the field by public safety officers.
- The product is cloud-hosted. No server or other backend hardware is required, so no IT intervention or maintenance is necessary.
- No new client hardware is necessary. The product will operate on any existing device with a browser and internet capabilities. If desired, the product also operates as a native application on Apple iOS devices.
- The product is highly reliable and highly available, with over 99.9% uptime since 2016.

If you need additional information, please don’t hesitate to contact me at (425) 269-4805 or visit our website at www.firsttwo.com.

Thank you for your interest in our products, and we look forward to serving the needs of the public safety community.



Niraj Shah
FirstTwo CEO

SERVICE ORDER

This Service Order (“**Order**”), incorporated into and subject to the attached terms (“**Terms**”), is made by and between FirstTwo, Inc., a Delaware corporation with a principal place of business at 1 Blackfield Drive #242, Tiburon, CA, 94920 (“**FirstTwo**”), and the undersigned customer (“**Customer**”). By executing this Order, Customer agrees to be bound by these Terms, effective as of the date set forth on this Order.

1. ORDER DETAILS

Customer Information		Billing Terms	
Organization Name:	El Mirage PD	Effective Date:	Sept 1, 2023
Customer ID:	1517	Term:	1 Year Sept 1, 2023 – August 31, 2024
Street Address:	12401 W Cinnabar Ave El Mirage, AZ 85335	Payment Frequency:	Annually
Agency Contact:	Chief Paul Marzocca	Payment Terms:	Net30

2. SOFTWARE

FirstTwo will provide to Customer access to the FirstTwo platform accessible at <https://www.firsttwo.com> and consisting of the following Software:

Description	Monthly Unit Price	Discount	Monthly Total	Yearly Total
FirstTwo Full Agency License Based on Agency Size: 61 - 80 Unlimited Users, Devices and Searches Support and Training Included Unlimited Agency Layers Included 3rd Party Integrations (where applicable) See pricing @ https://www.firsttwo.com/pricing.html Term: Sept 1, 2023 – August 31, 2024	\$500	\$0	\$500	\$6,000

[Signature Page Follows]

**SIGNATURE PAGE TO
SERVICE ORDER**

IN WITNESS WHEREOF, this Order has been signed by the duly authorized representatives of FirstTwo and the Customer.

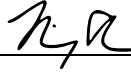
CUSTOMER:

FirstTwo

(Name of Organization)

Signature:

Signature:



Name (printed):

Name:

Niraj Shah

Title:

Title:

CEO

Date:

Date:

8/27/23

Approved as to form:

(City Attorney)

FIRSTTWO TERMS

These Terms are entered into by and between FirstTwo, Inc. (“**FirstTwo**”) and the customer (“**Customer**”) identified in the corresponding FirstTwo customer order form (“**Order**”) to which these Terms are attached. FirstTwo and Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**”. By executing an Order, Customer agrees to be bound by these Terms, effective as of the date set forth on the Order.

1. **Scope.** These Terms cover the licensing of FirstTwo’s proprietary software in machine-readable, object code form accessible by Customer via FirstTwo’s websites and mobile applications, and any other software provided to Customer by FirstTwo (collectively, the “**Software**”).

2. **License Grant.** Subject to Customer’s payment of all amounts due under this Agreement and compliance with all of the terms of this Agreement, FirstTwo grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (a “**License**”) during the Term (defined below) to authorize up to the number of individual human end users of Customer specified in an Order to access the Software from servers operated by FirstTwo or a third party host or to install and access the Software on official, Customer authorized laptops, workstations, desktops, or devices, in each case, strictly for internal and official Customer purposes.

3. **LIMITED WARRANTY.**

3.1 **Warranty.** FirstTwo warrants to Customer that the Software will perform in all material respects with the specifications provided to Customer. FirstTwo will use commercially reasonable efforts to update and correct any portions of the Software that do not comply with the warranty set forth herein. If, after the expenditure of commercially reasonable efforts, FirstTwo is unable to correct the noncompliance, FirstTwo will refund a prorated amount of the fee paid by the customer for the Software, based on the time Customer accessed the Software prior to noncompliance.

3.2 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF FIRSTTWO, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT THERETO OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, PRIVACY, ACCURACY OF RESULTS OR CUSTOMER’S USE THEREOF, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FOR CLARITY, ANY USE OR RELIANCE ON THE SOFTWARE BY CUSTOMER OR CUSTOMER’S END USERS SHALL BE AT CUSTOMER’S AND END USERS OWN RISK.

4. **Indemnification.** TO THE EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY LIABILITY INSURANCE OR OTHER CONDITIONS OR TERMS OF THIS AGREEMENT, EACH PARTY HEREBY COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS FOR, FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS OR DAMAGES OF ANY KIND OR NATURE RELATING TO THIS AGREEMENT TO THE EXTENT ARISING OUT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND/OR ANYONE ACTING UNDER ITS DIRECTION OR CONTROL WHETHER INTENTIONAL OR NEGLIGENT, IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT.

5. **PROPRIETARY RIGHTS INDEMNIFICATION.** NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS OF THIS AGREEMENT, FIRSTTWO WILL WITHOUT LIMITATION AND AT ITS EXPENSE DEFEND THE CITY AGAINST ALL CLAIMS ASSERTED BY ANY PERSON THAT ANYTHING PROVIDED BY FIRSTTWO INFRINGES A PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT AND MUST, WITHOUT LIMITATION, PAY THE COSTS, DAMAGES AND ATTORNEYS’ FEES AWARDED AGAINST THE CUSTOMER IN ANY SUCH ACTION, OR PAY ANY SETTLEMENT OF SUCH ACTION OR CLAIM. EACH PARTY AGREES TO NOTIFY THE OTHER PROMPTLY OF ANY

MATTERS TO WHICH THIS PROVISION MAY APPLY AND TO COOPERATE WITH EACH OTHER IN CONNECTION WITH SUCH DEFENSE OR SETTLEMENT.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL FIRSTTWO'S OR THE CUSTOMER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID FOR LICENSES BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT FIRSTTWO OR THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

CUSTOMER HEREBY ASSUMES ALL RISK FOR THE USE OF THE SOFTWARE AND THE RESULTS AND HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND DISCHARGES FIRSTTWO FROM ANY AND ALL LOSS, CLAIM, DAMAGE OR OTHER LIABILITY RESULTING FROM SUCH USE.

7. Term. Unless otherwise stated in the Order, the term of each Order shall begin on the date specified in the Order and remain in effect for one (1) year (the "**Term**") and Orders will automatically renew for additional one (1) year terms unless either Party provides the other Party written notice of its intent not to renew the applicable Order at least 30 days prior to the end of the then current Term. Any discounts offered by FirstTwo to Customer during a prior Term will not apply during any new or renewal Term unless specifically agreed to in writing by the Parties.

8. Termination. Either Party may terminate this Agreement for convenience (a) upon 30 days written notice to the other Party, (b) immediately if Customer assigns, licenses, or sublicenses or attempts to assign, license, or sublicense any of its rights or obligations under this Agreement without the prior written consent of FirstTwo, or (c) immediately if FirstTwo ceases to operate as a going concern or otherwise terminates its business operations.

9. FCRA Compliance. The Software is not intended to be used and may not be used to make employment decisions, including hiring, retention, promotion, or reassignment, or to determine eligibility for credit, insurance, employment, or other purpose that would qualify the Software as a consumer report under the Fair Credit Reporting Act (the "FCRA"). FirstTwo is not a "consumer reporting Customer" as that term is defined in the FCRA and the Software and other data or information that may be provided by FirstTwo do not constitute "consumer reports" as that term is defined in the FCRA.

10. Forced Ethnic Uyghur Labor Prohibition. In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

11. Governing Law. These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

[END OF TERMS]