

WOODINVILLE FIRE & RESCUE

Tuesday, October 20, 2020

**SPECIAL MEETING OF THE BOARD OF FIRE COMMISSIONERS
BUDGET AND BENEFIT CHARGE HEARING**

Commissioner Collins called the meeting to order at 1600 hours. Roll call was taken and was as follows:

Roll Call

Commissioner Collins (Chair)
Commissioner Millman (Vice-Chair)
Commissioner Halbert
Commissioner Osgood

Staff

Fire Chief Greg Ahearn
Deputy Chief Doug McDonald
Provisional Deputy Chief Peder Davis
Chief Administrative Officer Joan Montegary
Board Secretary Nicole Frisch

Absent

Commissioner van Veen

MOTION: Commissioner Osgood moved to excuse Commissioner van Veen's absence. The motion was seconded by Commissioner Millman. The motion passed, 4-0

Consideration and Approval of Agenda in Content and Order

MOTION: Commissioner Osgood moved to approve the agenda in content and order. The motion was seconded by Commissioner Halbert. The motion passed, 4-0.

Public Comments

None

1. 2021 Benefit Charge and Budget (presentation attached hereto)

CAO Montegary presented the attached report regarding both the 2021 benefit charge and the 2021 budget. She covered property tax estimates, benefit charge estimates, total revenue, and budget needs.

At 1607 hours, Commissioner van Veen joined the meeting.

CAO Montegary requested that the Board direct staff to build the budget at an effective tax rate of \$1.26/\$1,000 AV, down from \$1.34 in 2020.

2021 Benefit Charge/Budget Hearings

MOTION: At 1613 hours, Commissioner Millman moved to open the public hearing to review and establish the District's benefit charge to be imposed in 2021 and the public hearing to review and establish the District's 2021 budget. The motion was seconded by Commissioner Osgood. The motion passed, 5-0.

MOTION: At 1614 hours, Commissioner Millman moved to open the public testimony portion of the public hearing to review and establish the District's benefit charge to be imposed in 2021 and the public hearing to review and establish the District's 2021 budget. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.

Public Testimony:

None

MOTION: At 1616 hours, Commissioner Millman moved to close the public testimony portion of the public hearing to review and establish the District's benefit charge to be imposed in 2021 and the public hearing to review and establish the District's 2021 budget. The motion was seconded by Commissioner van Veen. The motion passed, 5-0.

Action:

The Board directed staff to build the budget at an effective tax rate of \$1.26 per \$1,000 AV.

CAO Montegary reported that staff will bring the Resolutions for the final budget adoption to the November 3, 2019 Regular Meeting.

MOTION: At 1618 hours, Commissioner Halbert moved to close the public hearing to review and establish the District's benefit charge to be imposed in 2021 and the public hearing to review

and establish the District's 2021 budget. The motion was seconded by Commissioner Osgood. The motion passed, 5-0.

2. Staff Report 20-019 – 2021 NORCOM Financial Participation

Chief Ahearn presented the staff report that is attached hereto.

MOTION: *Commissioner van Veen moved that the Board of Fire Commissioners accept staff's recommendation and adopt Resolution 2020-06, A Resolution Authorizing the District's Allocation for the North East King County Regional Public Safety Communications Agency ("NORCOM") 2021 Budget, as presented. The motion was seconded by Commissioner Osgood. The motion passed, 5-0.*

3. Staff Report 20-020 – Locality Media, Inc. dba First Due Size Up Agreement for Services

Provisional Deputy Chief Davis presented the staff report that is attached hereto.

Board Discussion.

Provisional Deputy Chief Davis and Battalion Chief Greg Garat answered questions from the Board. Commissioner van Veen requested that BC Garat do further research regarding password security.

MOTION: *Commissioner Halbert moved that the Board of Fire Commissioners authorize the Fire Chief to sign the Agreement for Services with Locality Media, Inc. dba First Due Size Up, as presented. The motion was seconded by Commissioner Millman. The motion passed, 5-0.*

4. Adjournment

MOTION: *Commissioner Osgood moved to adjourn the meeting. The motion was seconded by Commissioner Halbert. The motion passed, 5-0.*

The meeting adjourned at 1654 hours.

Nicole Frisch

Nicole Frisch, Board Secretary

Derek van Veen
Derek van Veen, Commissioner, Position 1

Doug Halbert
Doug Halbert, Commissioner, Position 2

Tim Osgood
Tim Osgood, Commissioner, Position 3

Mike Millman
Mike Millman, Commissioner, Position 4

Roger Collins
Roger Collins, Commissioner, Position 5



Woodinville Fire & Rescue

SPECIAL MEETING OF THE BOARD OF FIRE COMMISSIONERS

Tuesday, October 20, 2020

4:00 p.m.

Meeting will be held virtually, via Zoom. Use the link below to attend live.

<https://us02web.zoom.us/j/88203922171?pwd=Q2hoQmRGM3BUaDBBVUcyTUZScE9xQT09>

To listen live, call 253-215-8782 and enter the Meeting ID and Password.

Meeting ID: 882 0392 2171

Passcode: 913945

AGENDA

Call to Order/Roll Call

Approval of Agenda in Content and Order

Public Comments (Please submit public comment via email to NFrisch@wf-r.org at least one hour prior to start of meeting. Please limit comments to three minutes.)

Board Business Items

1. Fire Benefit Charge and Budget Hearing
2. Staff Report 20-019 – 2021 NORCOM Financial Participation; and Resolution 2020-06
3. Staff Report 20-020 – First Due Size Up Agreement for Services
4. Adjournment



Woodinville Fire & Rescue

2021 BUDGET

Presented by:
Joan Montegary, CAO
October 20, 2020



Agenda

Budget Calendar

2021 Estimated Property Tax

2021 Estimated Fire Benefit Charge

2021 Estimated Total Revenue

2021 Estimated Budget Needs

Request to the Board

Budget Calendar



Board direction on budget	Ongoing
Initial discussion with Leadership Team	06/17/2020
Budget kickoff tour	June/July 2020
Budget requests due	08/16/2020
Preliminary Budget Review/Board Budget Workshop	09/15/2020
Benefit Charge Hearing/Budget Hearing (3rd Tuesday)	10/20/2020
Final budget adoption	11/03/2020
Deliver budget to King County	11/17/2020

2021 Estimated Property Tax



2021 <i>Preliminary</i> AV	\$11,676,030,391	Change from 2020: (.499%)
2020 Levy Basis	\$8,787,555	
X Limit Factor	<u>1.01</u>	
	\$8,875,431	
+ <i>New construction levy</i>	54,247	
+ <i>Re-levy for prior year refunds</i>	<u>13,337</u>	
Total Allowable Levy	\$8,943,015	Change from 2020: 1.64%

2021 Levy Rate	\$0.76593
2020 Levy Rate	\$0.74983
2019 Levy Rate	\$0.79179

2021 Estimated Fire Benefit Charge



2021 <i>Preliminary</i> AV	\$11,676,030,391
Tax Basis (per \$1,000 AV)	\$11,676,030

Estimated 2021 Allowable Levy	\$8,943,015
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Fire Benefit Charge (<i>based on an effective tax rate of \$1.26*</i>)	\$5,768,784
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The recommended effective tax rate is \$1.26. The property tax levy rate is \$0.76593 and the fire benefit charge portion is \$0.49407.

2021 Estimated Total Revenue



Effective Tax Rate of \$1.26

Estimated 2021 Allowable Levy	\$8,943,015
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Estimated 2021 Fire Benefit Charge	\$5,768,784
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Estimated Additional Revenue

EMS Levy Funds	\$604,432
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Miscellaneous	75,000
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Permit/Plan Review Fees	<u>100,000</u>
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\$ <u>779,432</u>

Estimated 2021 Total Revenue	<u><u>\$15,491,231</u></u>
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2021 Estimated Budget Needs

Current Requests		\$15,190,331
Wages and Benefits	\$11,126,403	
M&O	\$4,063,028	
Purchases made from reserves		<u>(257,100)</u>
Operating Budget Needs		\$14,933,231
Reserves		<u>558,000</u>
		<u>\$15,491,231</u>
Estimated revenue at \$1.26 effective tax rate		\$15,491,231



Request to the Board

Staff requests Board approval to move forward with preparing a final budget with an effective tax rate of \$1.26. This rate will allow us to collect approximately \$8,943,015 in property tax and \$5,768,784 in fire benefit charges.

Staff will return to the Board at the regular meeting on November 3, 2020 with the necessary Resolutions for final budget adoption.



Questions/Discussion

Woodinville Fire & Rescue



M E M O R A N D U M

DATE: October 20, 2020

TO: Roger Collins, Chair
Board of Fire Commissioners

FROM: Greg Ahearn, Fire Chief *GAA*

SUBJECT: **#20-019 – NORCOM Financial Participation 2021**

Background

Each year Woodinville Fire & Rescue (the “District”) receives notice from the North East King County Regional Public Safety Communication Agency (“NORCOM”) advising participating agencies on the programs and objectives contained in NORCOM’s proposed budget, changes in the User Fee formula, and the required financial participation for each Principal and Subscriber for the following year.

For 2021, participating agencies have been advised that there are no changes in the Calls for Service calculation. The 2021 budget takes into consideration a \$226,500 reduction of funding from the E-911 Program Office as well as four full-time equivalent positions that have been removed in NORCOM administrative functions for the 2021 fiscal year.

Fiscal Impact

The attached memorandum from NORCOM shows the District’s 2021 allocation as \$192,807, a \$8,591 or 4.66 percent increase from the District’s allocation of \$184,216 in 2020. Staff is including a request for this amount in the District’s 2021 budget.

Requested Action

As per the NORCOM Interlocal Agreement, to which the District is a party, the Board is required to provide NORCOM with a Resolution approving the District’s allocation for NORCOM’s budget.

Recommendation

Staff recommends that the Board adopt Resolution 2020-06 as presented.

PROPOSED MOTION

I move that the Board of Fire Commissioners accept staff's recommendation and adopt Resolution 2020-06, A RESOLUTION AUTHORIZING THE DISTRICT'S ALLOCATION FOR THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY ("NORCOM") 2021 BUDGET, as presented.

GSA/nmf

Attachment

**WOODINVILLE FIRE & RESCUE
RESOLUTION NO. 2020-06**

**A RESOLUTION APPROVING THE
DISTRICT'S ALLOCATION TO NORCOM'S 2021 BUDGET**

RECITALS

WHEREAS, the North East King County Regional Public Safety Communications Agency (NORCOM) was formed effective November 1, 2007; and

WHEREAS, NORCOM has adopted its annual budget for 2021; and

WHEREAS, the NORCOM Interlocal Agreement, to which Woodinville Fire & Rescue (the "District") is a party, requires that the Board of Fire Commissioners approve the District's allocation for the NORCOM budget.

NOW, THEREFORE, it is resolved by the Board of Fire Commissioners of Woodinville Fire & Rescue that the District's allocation of funds for the NORCOM 2021 budget as presented in the District's 2021 Preliminary Budget as \$192,807 is hereby approved.

**ADOPTED AT A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS OF
WOODINVILLE FIRE & RESCUE THIS 20th DAY OF October, 2020.**

**WOODINVILLE FIRE & RESCUE
COUNTY OF KING, WASHINGTON**

Derek van Veen
Derek Van Veen, Commissioner, Position 1

Doug Halbert
Doug Halbert, Commissioner, Position 2

Tim Osgood
Timothy Osgood, Commissioner, Position 3

Mike Millman

Mike Millman, Commissioner, Position 4

Roger Collins

Roger Collins, Commissioner, Position 5

Attest:

Nicole Frisch

Nicole Frisch, Board Secretary

Woodinville Fire & Rescue



M E M O R A N D U M

DATE: October 20, 2020

TO: Roger Collins, Chair
Board of Fire Commissioners

FROM: Peder Davis, Provisional Deputy Chief

SUBJECT: **#20-020 – Locality Media, Inc. dba First Due Size Up Agreement for Services**

Background

Woodinville Fire & Rescue (the “District”) is interested in entering into an Agreement for Services to access the First Due Size Up platform and several modules. The modules are described as follows:

First Due Base: Core components including Size-Up Page, User Management, Alert Tiles, Size-Up Story.

Data Connect: Connection to multiple offline and online data sources necessary to access emergency response specific data presented within the platform.

Pre-Incident Planning: Create pre-incident plans, map emergency response related units geospatially, add general property data, contact and hazmat information, and images.

Responder: Web, iOS, and Android applications that include CADLink, dispatch notifications, routing, and incident/layer mapping.

Community Connect: Allows communication with residents and commercial property owners by providing them portal access to add critical data about their property and its occupants.

Additionally, the Agreement for Services includes implementation, training, and support. The annual subscription also includes maintenance and upgrades within the subscription term.

Fiscal Impact

The cost of the above is \$10,395.00

The \$10,395.00 is an annual subscription fee. Per the Agreement for Services, the vendor may increase the annual fee by no more than 5 percent with a renewal estimate provided to the District no less than 90 days prior to term expiration.

The Agreement allows for automatic renewal subject to the right of either party to cancel renewal at any time with at least 60 days' written notice.

Requested Action

Staff recommends that the Board provide approval for the Fire Chief to sign the Agreement for Services with Locality Media, Inc. dba First Due Size Up, as presented.

Attachment

PD/jsm

PROPOSED MOTION

I move that the Board of Fire Commissioners authorize the Fire Chief to sign the Agreement for Services with Locality Media, Inc. dba First Due Size Up, as presented.



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement"), dated as of **November 1st, 2020** (the "Effective Date") is made by and between Locality Media, Inc dba First Due Size Up a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and **Woodinville Fire & Rescue** located at **17718 Woodinville Snohomish Rd NE Woodinville, WA 98072** (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 (collectively, "Location Data"). Locality Media may acquire Location 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 Location 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. The Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Location 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. Locality Media may process and furnish the Customer with access to third party data, in addition to Building Data, through the Service, including, without limitation, data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Building Data and Community Data are referred to collectively herein as "Data".
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 the Location 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, condition or history)), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through

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

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

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

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

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

[Signature page follows]

LOCALITY MEDIA, INC.

By: *Andreas Huber*

Name: Andreas Huber

Title: CEO

Date: 10/27/2020

WOODINVILLE FIRE & RESCUE

By: *Gregory S. Ahearn*

Name: Gregory S. Ahearn

Title: Fire Chief

Date: October 21, 2020