AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)
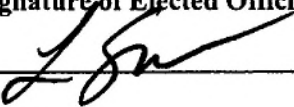
Date: 10/22/2024

Meeting Date: 11/12/2024

Submitted By: Micah Short

Department: STOP

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County
★ APPROVED ★
Commissioners Court

11-12-24

Description:

Requesting approval of First Two Contract.

(May attach additional sheets if necessary)

Person to Present: Curran Massey

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☑ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5-10 minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

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	
Organization Name:	Johnson County STOP Special Crimes Unit
Customer ID:	3196
Street Address:	██████████
Agency Contact:	██████████

Billing Terms	
Effective Date:	November 1, 2024
Term:	1 Year Nov.1, 2024 – Oct. 31, 2025
Payment Frequency:	Annually
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	Current Yearly Price	Term Price	Term Discount	Term Total
FirstTwo Full Agency License – Law Enforcement Based on Agency Size: 1 - 10 Unlimited Users, Devices and Searches Support and Training Included Unlimited Agency Layers Included 3rd Party Integrations Included (where applicable) See pricing @ https://www.firsttwo.com/pricing.html	$2,400	$2,400	$0	$2,400

[Signature Page Follows]

FirstTwo, Inc. · 1 Blackfield Drive #242 · Tiburon, CA 94920
888-934-7782 · www.firsttwo.com · support@firsttwo.com · v5.4.1

1

SIGNATURE PAGE TO
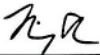## SERVICE ORDER

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

CUSTOMER: **FirstTwo**

Johnson County
(Name of Organization)

Signature: **Signature:**

Name (printed): Christopher Boedeker   **Name:** Niraj Shah

Title: County Judge   **Title:** CEO

Date: November 12, 2024   **Date:** Oct 16, 2024

FirstTwo, Inc. · 1 Blackfield Drive #242 · Tiburon, CA 94920
888-934-7782 · www.firsttwo.com · support@firsttwo.com · v5.4.1

2

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 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 (the "**License**").

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, MERCHANTA-BILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, PRIVACY, ACCURACY OF RE-SULTS 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**. Removed

FirstTwo, Inc. · 1 Blackfield Drive #242 · Tiburon, CA 94920
888-934-7782 · www.firsttwo.com · support@firsttwo.com · v5.4.1

3

5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL FIRSTTWO'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 FIRSTTWO HAVE ANY LIABILITY TO CUSTOMER 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 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.

6. **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 at FirstTwo's then applicable price for the License 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.

7. **Termination**. Either Party may terminate this Agreement for cause (a) upon 30 days written notice to the other Party of a material breach and the breaching Party fails to cure the same within such period, (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.

8. **Multi-Year Agreements.** For agreements with Terms of more than one year, the pricing for each year after the first year shall be as follows, unless otherwise stated in the Order:

8.1 **Customer Pays Year to Year.** Customer may elect to pay year to year or pay for the entire Term at the beginning of the Term. When the Customer pays year to year the price for each year shall be the lesser of:

- ï The price listed on FirstTwo's public website at https://www.firsttwo.com/pricing.html at the beginning of each renewal year after the expiration of the initial year; or

- ï A price increase of five percent (5%) over the price paid by Customer for the prior year's License.

8.2 **Customer Pays Entire Term.** If Customer choses to pay for the entire Term at the beginning of the Term, the price paid will cover the entire Term without further adjustment.

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. **Governing Law**. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in the Dallas Division of the Northern District of Texas.

11. **Additional Terms by Customer.** No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

FIRSTTWO certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. FIRSTTWO hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

FirstTwo, Inc. · 1 Blackfield Drive #242 · Tiburon, CA 94920
888-934-7782 · www.firsttwo.com · support@firsttwo.com · v5.4.1

4

FIRSTTWO verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. FIRSTTWO verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

[END OF TERMS]

FirstTwo, Inc. · 1 Blackfield Drive #242 · Tiburon, CA 94920
888-934-7782 · www.firsttwo.com · support@firsttwo.com · v5.4.1

5