

**FIRST AMENDMENT  
to the  
2022 AGREEMENT**

This First Amendment to the 2022 Agreement between the **CITY OF COLUMBIA** ("CITY"), and **Locality Media, Inc. dba First Due**, ("Locality Media") is made as of the date of the last signatory noted below ("Amendment Effective Date").

**RECITALS**

- A. WHEREAS, on July 19, 2022, CITY and Locality Media entered into an Agreement ("2022 Agreement") related to the CITY's Fire Department's use of Locality Media's software as a service platform and solutions; and
- B. WHEREAS, the Parties hereto desire to formally amend the 2022 Agreement with this First Amendment (hereinafter "First Amendment") and desire to be bound by the terms contained in the 2022 Agreement as amended or supplemented by those terms contained in this First Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2022 Agreement, as follows:

- 1. Section 1 of the 2022 Agreement shall be removed and replaced with the following:  
"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 Exhibits A and A-1 (collectively, the "Service") in connection with the performance of their Customer's duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibits A and A-1, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions."
- 2. Section 7 of the 2022 Agreement shall be removed and replaced with the following:  
"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). The Customer also agrees to pay the fees set forth in Exhibit A-1 for the Investigations Module, the Online Standard Training Package, Implementation and Configuration Services for use of those Service features described in Exhibit A-1 (as available as of the Amendment Effective Date). Beginning on the Amendment Effective Date and continuing until such time as this Agreement terminates, Locality Media shall provide use of the Scheduling module and ODBC connector at no cost to the Customer. Locality Media may charge

separately for services offered from time to time that are not included in the scope of Exhibit A and A-1 (such as new Service features, systems integration services and applications of the Service for new purposes), subject to Customer's acceptance of the terms of use and fees associated with such services. Unless tax exempt, 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 that 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."

3. Section 52 of the 2022 Agreement shall be removed and replaced with the following:  
"52. Contract Documents. The Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibits</u>	<u>Description</u>
A	Quote 1545132000072942367
A-1	Quote 1545132000172276488 and Statement of Work
B	Statement of Work
C	Implementation Schedule
D	Customer's Cloud Computing Requirements

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls."

4. Exhibit A-1, Quote 1545132000172276488 and Statement of Work, is attached hereto and hereby added to the 2022 Agreement.
5. All other terms of the 2022 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the 2022 Agreement, on the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager  
Date: \_\_\_\_\_

CFJ

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this Amendment is within the purpose of the appropriation to which it is to be charged, Account Number 11002310-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor in the amount of \$4,050.00.

By: \_\_\_\_\_  
Matthew Lue, Finance Director

**LOCALITY MEDIA, INC.**

By: Andreas Huber  
Andreas Huber, CEO  
Aug 25 2023 14:37 PDT  
Date



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-1 - Quote**  
 Prepared By: Constantine Stade  
 Valid Until: September 1, 2023  
 Quote Number: 1545132000172276488

**BILL TO:**  
 Clayton Farr  
 Columbia Fire Department  
 201 Orr Street  
 Columbia, MO 65201

**Account:** Columbia Fire Department  
**Subscription Start:** August 1, 2023  
**Initial Term:** 12 months  
**Annual Subscription (including annual discount):** \$3,550.00

**Additional Modules to be Purchased:**

Product Details	Total
<b>Investigations</b> Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.	
<b>ODBC Connector - Monthly</b> ODBC connection to First Due data views for purposes of data analysis and extraction. (Monthly)	
<b>Scheduling</b> Manage staff schedules with an Interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
<b>Online Standard Training Package</b> Includes a one-hour planning session and up to 6 hours of webinar train-the-trainer sessions	
<b>Implementation and Configuration Services</b> Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
<b>General Discount</b> Annual Discount for Scheduling and ODBC Connector - Monthly	
	One-Time Fees Subtotal \$ 500.00
	Subscription Fees Subtotal \$ 18,350.00
	Discounts (\$14,800.00)
	<b>Grand Total \$ 4,050.00</b>

**Statement of Work**

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A-1 - Quote.

**Terms and Conditions**

The above-listed Grand Total 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 30 days

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



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**  
For Quote Number: 1545132000172276488

## Statement of Work | Columbia Fire Department

### Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

### 1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and also act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

### 2. 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 will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

1. Webinar Administrator training during configuration sessions
2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
3. Access to online training videos, documents, content and interactive knowledgebase

**3. Integrations:**

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

**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:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due Import workbooks
4. Importing of Data into First Due

**5. Support:**

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs