

Scott Dzurka
Mayor

Brad Gurski
Vice Mayor

Eric Hufnagel
Commissioner

Chris Hyzer
Commissioner

Chris DeLiso
Commissioner



Chad A. Gamble, P.E.
City Manager

Mindy J. Seavey
City Clerk

Kristina Kinde
City Treasurer

Michael Homier
City Attorney

Justin Smith
Director of Public Services

**CITY OF ST. JOHNS
CITY COMMISSION MEETING
PROPOSED AGENDA**

**Monday, May 19, 2025, 6:00 p.m.
Room 2200 – Clinton County Courthouse**

***Listen to Meeting Via Telephonic Conference
Dial 1 929 205 6099**

<https://zoom.us/j/2050014286>

Meeting ID: 205 001 4286

***Please note, you will not be able to make public comments through Zoom;
only in-person attendees will be able to participate in public comments.**

(Times for agenda items are estimated times)

A. OPENING: (6:00 pm – 6:05 pm)

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda (*Action Item*)

The staff proposes the following items for the Consent Agenda. If any Commissioner wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:

- a. Approval of Minutes
-Regular meeting minutes of April 28, 2025
- b. Receipt of Warrants
-In the amount of \$366,559.91
- c. Clinton County Central Dispatch Freedom Application User Agreement for Fire Departments
-Staff recommends that the city commission approve the Clinton County Central Dispatch User Agreement and authorize the Mayor to sign for the provision of Freedom Software and two (2) iPads to the St. Johns Fire Department.
- d. St. Johns Fire Department - Contract with Locality Media/First Due
-Staff recommends that the city commission re-approve the Locality Media/First Due Proposal, with the incorporated City Attorney changes, for the first year cost of \$7,200 and then annually for \$6,000, and authorize the Mayor to endorse the same.

4. Approval of Agenda: (6:05 pm – 6:07 pm) Action Item

B. PUBLIC HEARINGS:

1. Principal Shopping District Special Assessment Renewal (6:07 pm – 6:15 pm) Action Item
(Presenter: Kristina Kinde, Treasurer)
2. Proposed 2025/2026 Fiscal Year Budget (6:15 pm – 6:30 pm) Action Item
(Presenters: Chad Gamble, City Manager; Kristina Kinde, Treasurer)

C. PRESENTATIONS:

1. Quarterly Budget Report (6:30 pm – 6:35 pm) Discussion only
(Presenter: Kristina Kinde, Treasurer)
2. Update to City of St. Johns Fire Code (6:35 pm – 6:50pm) Discussion only
(Presenter: Kevin Douglas, Fire Chief)

D. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items (6:50 pm – 6:53 pm) Discussion only
Each speaker is only entitled to one (1) three-minute time during each Public Comment period.

E. COMMUNICATIONS:

F. OLD BUSINESS:

1. Principal Shopping District Special Assessment Renewal – Resolution to Confirm the Principal Shopping District Special Assessment Roll - #22-2025 (6:53 pm – 6:55 pm) Action Item
(Presenter: Kristina Kinde, Treasurer)
2. 2025/2026 Fiscal Year Budget Resolution - #23-2025 (6:55 pm – 6:58 pm) Action Item
(Presenter: Kristina Kinde, Treasurer)
3. Resolution To Approve Fiscal Year 2025-2026 Salary Increases - #24-2025 (6:58 pm – 7:00 pm) Action Item
(Presenter: Kristina Kinde, Treasurer)
4. City Manager Contract (7:00 pm – 7:15 pm) Action Item

G. NEW BUSINESS:

1. Rezoning of the northern 700 and 800 Blocks of W. State St. and 110 Piston Ring Place – Resolution to Introduce Ordinance - #25-2025 (7:15 pm – 7:25 pm) Action Item
(Presenter: Chris Khorey, McKenna)
2. 2025 Mint Festival – St. Johns Chamber of Commerce Request (7:25 pm – 7:30 pm) Action Item
(Presenter: Chad Gamble, City Manager)
3. Safe Routes to School RFP Results (7:30 pm – 7:45 pm) Action Item
(Presenter: Justin Smith, Director of Public Services)
4. Resolution Recognizing Pride Month - #26-2025 (7:45 pm – 7:50 pm) Action Item
(Presenter: Scott Dzurka, Mayor)
5. City Manager Comments (7:50 pm – 8:00 pm) Discussion only

6. Commissioner Comments (8:00 pm – 8:10 pm) Discussion only

H. ADJOURNMENT: (8:10 pm)

(Next Regular Meeting Scheduled for **Monday, June 23, 2025, 6:00 p.m.**)

NOTICE: People with disabilities needing accommodation for effective participation in this meeting should contact the city clerk 989-224-8944 at least two working days in advance of the meeting. An attempt will be made to provide reasonable accommodation.



CONSENT AGENDA

CITY OF ST. JOHNS
CITY COMMISSION MINUTES

APRIL 28, 2025

The regular meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 6:00 p.m. at the Clinton County Courthouse, 100 East State Street, 2nd Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Scott Dzurka, Chris Hyzer, Chris DeLiso

COMMISSIONERS ABSENT: Brad Gurski

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Courtney Agrusa, City Attorney (arrived at 6:30 p.m.)

Mayor Dzurka asked if any of the commissioners or persons present wished to discuss any of the items on the consent agenda.

Commissioner Hyzer asked to remove items j. & k. from the Consent Agenda to New Business.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the consent agenda be approved as amended.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the minutes of the March 24, 2025 regular meeting be approved as presented.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

b. Receipt of Warrants

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that warrants be approved as presented in the amount of \$2,054,399.22.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

c. Cintas - Updated Uniform Rental Agreement

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission sign and approve the amended agreement from Cintas. The city attorney has reviewed the updated agreement and finds it legally sufficient.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

d. Michigan Paving & Materials Contract – Street Millage Projects

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the contract with Michigan Paving and Materials for all non-patch based paving operations/projects through the 28/29 fiscal year and authorize the mayor to sign.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

e. National Night Out Donation Request

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the solicitation of donations to help fund the Police Department's National Night Out event, per the City Donation Policy.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

f. Greenbush Township Fire Agreement

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Greenbush Township and authorize the mayor and clerk to sign.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

g. Bengal Township Fire Agreement

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Bengal Township and authorize the mayor and clerk to sign.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

h. Bingham Township Fire Agreement

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Bingham Township and authorize the mayor and clerk to sign.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

i. St. Johns Fire Department - Contract with Locality Media/First Due

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the Locality Media/First Due Proposal for the first year cost of \$7,200 and then annually for \$6,000 and authorize the Mayor to endorse the same.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

l. Wastewater Treatment Plant Software

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission sign and approve the End User License agreement as well as the Support Subscription Agreement from AllMax Software. The City Attorney has reviewed both documents and finds them legally sufficient.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

m. Marketing and Media Interlocal Agreement with St. Johns Public School District

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the Interlocal Agreement with St. Johns Public Schools for shared marketing and media services and authorize the mayor and clerk to sign.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None
Motion carried.

n. 25/26 Street Program Parts

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve ETNA Supply as a sole source vendor for Waterous Fire Hydrants and America Flow Control Valves and approval of the water infrastructure components quote from ETNA Supply in the amount of \$51,200.00.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None
Motion carried.

AGENDA

Mayor Dzurka asked if there were any additions or deletions to the agenda.

There were none.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the agenda as presented.

AGENDA

A. OPENING:

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda

The staff proposes the following items for the Consent Agenda. If any Commissioner wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:

- a. Approval of Minutes
 - Regular meeting minutes of March 24, 2025
- b. Receipt of Warrants
 - In the amount of \$2,054,399.22
- c. Cintas - Updated Uniform Rental Agreement
 - Staff recommends that the city commission sign and approve the amended agreement from Cintas. The city attorney has reviewed the updated agreement and finds it legally sufficient.
- d. Michigan Paving & Materials Contract – Street Millage Projects
 - Staff recommends that the city commission approve the contract with Michigan Paving and Materials for all non-patch based paving

operations/projects through the 28/29 fiscal year and authorize the mayor to sign. The referenced contract was reviewed and deemed legally sufficient.

- e. National Night Out Donation Request
 - Staff recommends that the city commission approve the solicitation of donations to help fund the Police Department's National Night Out event, per the City Donation Policy.
- f. Greenbush Township Fire Agreement
 - Staff recommends that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Greenbush Township and authorize the mayor and clerk to sign.
- g. Bengal Township Fire Agreement
 - Staff recommends that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Bengal Township and authorize the mayor and clerk to sign.
- h. Bingham Township Fire Agreement
 - Staff recommends that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Bingham Township and authorize the mayor and clerk to sign.
- i. St. Johns Fire Department - Contract with Locality Media/First Due
 - Staff recommends that the city commission approve the Locality Media/First Due Proposal for the first year cost of \$7,200 and then annually for \$6,000 and authorize the Mayor to endorse the same.
- ~~j. Fire Department Exposure Control Plan (moved to Agenda)~~
 - ~~-Staff recommends that the city commission adopt the Exposure Control Plan for the St. Johns Fire Department and implementation by the Fire Chief.~~
- ~~k. Fire Department Policy & Standard Operating Guidelines Manual (moved to Agenda)~~
 - ~~-Staff recommends that the city commission adopt the St. Johns Fire Department Policy and Standard Operating Guideline Manual effective July 1st, 2025.~~
- l. Wastewater Treatment Plant Software
 - Staff recommends that the city commission sign and approve the End User License agreement as well as the Support Subscription Agreement from AllMax Software. The City Attorney has reviewed both documents and finds them legally sufficient.
- m. Marketing and Media Interlocal Agreement with St. Johns Public School District
 - Staff recommends that the city commission approve the Interlocal Agreement with St. Johns Public Schools for shared marketing and media services and authorize the mayor and clerk to sign.
- n. 25/26 Street Program Parts
 - Staff recommends that the city commission approve ETNA Supply as a sole source vendor for Waterous Fire Hydrants and America Flow Control

Valves and approval of the water infrastructure components quote from ETNA Supply in the amount of \$51,200.00.

4. Approval of Agenda:

B. PUBLIC HEARINGS:

1. Principal Shopping District Special Assessment Renewal

C. PRESENTATIONS:

D. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items

E. COMMUNICATIONS:

F. OLD BUSINESS:

1. Principal Shopping District Special Assessment Renewal – Resolution of Determination - #20-2025
2. Principal Shopping District Special Assessment Renewal – Roll Presentation & Set Public Hearing Resolution - #21-2025

G. NEW BUSINESS:

1. Planning Commission Vacancy Appointment
2. DDA Downtown Mainstreet Membership Discussion
3. Planning Commission Recommendation – Special Land Use – 1201 S. US 127 BR/Red Wing Plaza – Resolution #22-2025
4. Planning Commission Recommendation – Special Land Use – Cedar Creek Hospital – 101 W. Townsend Road – Resolution #23-2025
5. Development Request for Proposals - Development of City-Owned Land
6. Fifth Amended and Restated Articles of Incorporation of the Clinton Area Ambulance Service Authority
7. Staff Presentation of the Proposed 2025/2026 Fiscal Year Budget to the City Commission and Set Public Hearing for May 19, 2025
8. Water and Sewer Rate Study - Setting of 2025/26 Utility Rates
9. Proposals for City Entrance and Industrial Park Signs
10. Compost Site Appraisal
11. Fire Department Exposure Control Plan (*moved from Consent Agenda*)
12. Fire Department Policy & Standard Operating Guidelines Manual (*moved from Consent Agenda*)
13. City Manager – Annual Job Performance Review & Contract Discussion
14. City Manager Comments
15. Commissioner Comments

H. ADJOURNMENT:

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

PUBLIC HEARINGS

1. Principal Shopping District Special Assessment Renewal

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission open the public hearing.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

The public hearing was opened at 6:10 p.m.

Treasurer Kinde discussed the special assessment: the assessment will see a total increase of \$1,100, with each location experiencing an increase of approximately \$10.

Mayor Dzurka asked if there was anyone present wishing to comment.

There were no public comments.

Motion by Commissioner DeLiso seconded by Commissioner Hyzer that the city commission close the public hearing.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

The public hearing was closed at 6:12 p.m.

PRESENTATIONS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Dzurka asked if there were any public comments. He discussed the rules regarding public comment.

Bob Rehmann, 901 W. Cass Street, was present. He discussed the issue of the open ditch on West Cass Street and highlighted the need for maintenance to prevent further water damage.

Gordon Shipley, 5975 W. M-21, and Veterans Memorial Committee Member, was present. He said the city replaced the 3 lights on the canon and they need work on the bollards. He asked for someone to attend their meeting on May 10th at noon at the Depot Rotary Park Pavilion or at the Veterans Memorial if the pavilion was not available.

COMMUNICATIONS

OLD BUSINESS

1. Principal Shopping District Special Assessment Renewal – Resolution of Determination - #20-2025

Treasurer Kinde said this is the next step of the special assessment process if the commission wished to proceed.

Motion by Commissioner DeLiso seconded by Commissioner Hyzer that the city commission adopt Resolution #20-2025.

Commissioner Hufnagel stated he would abstain from these votes due to his ownership of property in the district.

YEA: Dzurka, Hyzer, DeLiso

NAY: None

ABSTAIN: Hufnagel

Motion carried.

2. Principal Shopping District Special Assessment Renewal – Roll Presentation & Set Public Hearing Resolution - #21-2025

Motion by Commissioner Hyzer seconded by Commissioner Deliso that the city commission adopt Resolution #21-2025.

YEA: Dzurka, Hyzer, DeLiso

NAY: None

ABSTAIN: Hufnagel

Motion carried.

NEW BUSINESS

1. Planning Commission Vacancy Appointment

City Manager Gamble said we had two candidates for the vacancy, but one of them withdrew their name from consideration.

There was a discussion that Todd Krajniak has expressed interest and has relevant experience.

Mr. Krajniak was present.

Motion by Commissioner Hufnagel seconded by Commissioner DeLiso that the city commission appoint Todd Krajniak to the planning commission with a term expiring November of 2026.

YAY: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

2. DDA Downtown Mainstreet Membership Discussion

PSD/DDA Director Hanover was present. She discussed they have been looking at the Main Street Community and the city would need to be on board with it.

Laura Krizov, Manager of MEDC Incentives and Services, was present. She discussed:

- Main Street program offers technical assistance and grants.
- 45 state-coordinated programs exist.
- 22 communities in the state are part of the program.

Attorney Courtney Agrusa arrived at 6:30 p.m.

There was a discussion of:

- The board for this and the PSD/DDA Boards.
- Staff time.

3. Planning Commission Recommendation – Special Land Use – 1201 S. US 127 BR/Red Wing Plaza – Resolution #22-2025

Chris Khorey, McKenna, discussed this special use is for the drive-thru portion and the planning commission recommended the city commission approve the special use.

Motion by Commissioner Hufnagel seconded by Commissioner Hyzer that the city commission adopt Resolution #22-2025.

YAY: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

4. Planning Commission Recommendation – Special Land Use – Cedar Creek Hospital – 101 W. Townsend Road – Resolution #23-2025

Chris Khorey, McKenna, discussed the 8,000 square foot expansion of Cedar Creek Hospital and said the special use is appropriate.

Motion by Commissioner Hyzer seconded by Commissioner DeLiso that the city commission adopt Resolution #23-2025.

YAY: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

5. Development Request for Proposals - Development of City-Owned Land

Chris Khorey, McKenna, discussed that R-1 zoning is referenced in the RFP.

There was a discussion of:

- County Farm Road
 - Cost analysis.
 - Re-alignment.
 - Development agreement.
 - It is a dirt road and would need curb, gutter, and paving.

Motion by Commissioner DeLiso seconded by Commissioner Hufnagel that the city commission direct staff to finalize the RFP and submit it for distribution.

YAY: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

6. Fifth Amended and Restated Articles of Incorporation of the Clinton Area Ambulance Service Authority

Ed Thelen, city ambulance board representative, was present. He discussed changes to the articles and said one change would be 1 vote for the city instead of 2.

City Manager Gamble discussed the 2 changes to the articles that were given to us today.

Attorney Agrusa said they have reviewed the articles and no concerns were raised.

There was a discussion of:

- Bylaws have not been created yet.
 - They will be finished by June/July.
- 2 board members with 1 vote (elected official).

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the amended Articles of Incorporation of the Clinton Area Ambulance Service Authority.

YAY: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

7. Staff Presentation of the Proposed 2025/2026 Fiscal Year Budget to the City Commission and Set Public Hearing for May 19, 2025

City Manager Gamble commended Treasurer Kinde and Clerk Seavey on their work on the budget, particularly Treasurer Kinde. He discussed the new software; the executive summary letter; and thanked our interns, Emma and Olyvia, for their work on the budget book.

Treasurer Kinde discussed the digital version of the budget book; funds; revenue and expenditures by department; the MGT cost allocation report; media coordinator position; capital expenses; fund balance projections; surplus payments to the pension.

City Manager Gamble discussed the CIP additions; AmeriCorps position; wage study; downtown projects.

There was a discussion of:

- New Business item #8 as part of the budget:
 - A 6% water/sewer rate increase.
 - Bendzinski study.
 - Cash flow and billable flow.

Motion by Commissioner Hyzer seconded by Commissioner DeLiso that the city commission set the public hearing for May 19, 2025 for the 2025/26 budget and setting of the millage rate.

Commissioner Hyzer discussed adding a millage rate tab to the ClearGov budget book.

YAY: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

8. Water and Sewer Rate Study - Setting of 2025/26 Utility Rates

There was a discussion of the Bendzinski recommendation for the utility rates.

Motion by Commissioner DeLiso that the city commission increase the rates by 5%.

The motion died due to lack of support.

Motion by Commissioner DeLiso seconded by Commissioner Hufnagel that the city commission increase the water/sewer rates by 6% for the next fiscal year.

There was a discussion of rates and the budget.

YAY: Hufnagel, Dzurka, DeLiso

NAY: Hyzer

Motion carried.

9. Proposals for City Entrance and Industrial Park Signs

City Manager Gamble discussed city entrance signs and an industrial park sign and this being in the commission's strategic plan.

There was a discussion of:

- Not in favor of funding signage if unable to fund a police car.
- Preference for design B for city entrance signs.
- \$20,000 available in 24-25 fiscal year general fund budget.
 - \$11,750 per city entrance sign.
- \$24,500 for LDFA sign.
- \$76,000 total estimated cost.

The commission decided to delay the signage project and reconsider it mid-year based on budget evaluations.

10. Compost Site Appraisal

City Manager Gamble discussed there is a company interested in purchasing the Kinley Road compost site.

There was a discussion of:

- There is no time sensitivity, but costs are rising due to new regulations, making it beneficial to have someone else take over.
 - New regulations from EGLE are increasing costs.
- A call for interest should be made to ensure due diligence and to ensure transparency.
- The property advisory committee should be involved in property discussions.

The commission will consider a call for interest for the Kinley Road site to explore potential proposals.

11. Fire Department Exposure Control Plan

12. Fire Department Policy & Standard Operating Guidelines Manual

Commissioner Hyzer asked why these plans are in front of this body if the Fire Chief is the plan approver.

There was a discussion that staff would check into this to make sure that the city commission doesn't have to approve these plans.

13. City Manager – Annual Job Performance Review & Contract Discussion

Mayor Dzurka said they held a personnel advisory meeting this evening and there were broad suggestions for the contract: vacation time, COLA, term length (possible auto-renewal clause). He discussed having a conversation with commissioners between now and the next meeting.

City Manager Gamble discussed the summary of team accomplishments he put together and will distribute to the rest of the city commission.

14. City Manager Comments

City Manager Gamble discussed:

- Street repair schedules.
 - Higham Street.
 - Lansing Street.
 - Sturgis Street.
- Congratulated Commissioner Hufnagel on his level 4 status for the Elected Officials Academy.
- Wilson Center sponsorship level ideas.
- Higham Street Lot 5A & 5B.

15. Commissioner Comments

Commissioner DeLiso discussed the change of the water bill through BS&A and said it was a nice upgrade.

Commissioner Hufnagel said kudos to staff on moving forward with that; kudos for the budget and he is excited to have that available for residents; reaching out to the public and that is close to what our vision was; he said it was talked about many years ago, but government can move pretty slow.

Commissioner Hyzer said congratulations to Kristina and Chad; the budget is not an easy lift and takes lots of time, effort, and triple checking; good luck to Mindy regarding running the election.

Mayor Dzurka said kudos on the budget, it is a tremendous lift; the rollout of ClearGov; reminding people out there and keep promoting it; thanked Chad, Russ and team for the Fantasy Forest press conference.

ADJOURNMENT

Motion by Commissioner Hyzer seconded by Commissioner DeLiso that the meeting be adjourned.

YEA: Hufnagel, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

The meeting was adjourned at 10:00 p.m.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 19th, 2025 Commission Meeting

Department: Fire Department	Attachments:	Submitted to CA for Review
Subject: <i>Clinton County Central Dispatch Freedom Application User Agreement for Fire Departments</i>	[X] (<i>User Agreement from Clinton County Central Dispatch</i>) [] (<i>User Agreement from Clinton County Central Dispatch showing City Attorney Comments</i>) []	[X] [X] []
Prepared by: Kevin Douglas, Fire Chief	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The St. Johns Fire Department is seeking approval to adopt Freedom Software, a mobile application that will provide firefighters with real-time incident data, mapping, and pre-incident plans. This initiative, offered at no cost for 24 months by Clinton County Central Dispatch, aligns with the City's strategic goals to enhance service quality, improve response times, and increase safety. The Police Department has successfully used similar technology for over 20 years. After the initial period, the ongoing cost is projected to be \$800 annually. Approval will enable the Fire Department to modernize its operations and provide enhanced services to the community.

BACKGROUND/DISCUSSION: The St. Johns Fire Department is committed to providing the highest level of emergency services to the residents of St. Johns and surrounding areas. To enhance our operational effectiveness and improve response times, we seek to utilize modern technology that provides real-time data and improves situational awareness. Clinton County Central Dispatch is offering the St. Johns Fire Department the opportunity to utilize Freedom Software and associated hardware.

For over twenty years, Police Departments in Clinton County have successfully utilized Mobile Data Computers (MDCs) and Computer-Aided Dispatch (CAD) systems in their vehicles. This technology has proven to be invaluable in:

- Providing officers with immediate access to critical incident information while in the field.
- Enabling real-time communication and coordination between dispatch and responding units.
- Improving officer safety by reducing the need for radio transmissions and allowing for quicker access to background information.
- Facilitating efficient report writing and data entry, minimizing administrative burdens.
- Providing access to mapping and location services.

The police department's long-standing positive experience with MDC/CAD technology demonstrates the significant benefits of providing real-time data access to emergency responders

in the field. This technology has streamlined operations, improved communication, and enhanced the safety and effectiveness of our police officers.

STRATEGIC PLAN OBJECTIVE: This initiative directly aligns with the City of St. Johns' strategic plan objective to provide high-quality services to residents. By equipping our fire department with Freedom Software, we will be able to:

- **Improve Response Times:** Access to real-time information and mapping will enable faster and more efficient responses to emergencies.
- **Enhance Situational Awareness:** Firefighters will have access to critical information before arriving on scene, improving their ability to assess the situation and make informed decisions.
- **Increase Safety:** Real-time data on potential hazards and pre-incident plans will help protect both firefighters and the public.
- **Provide Better Service:** Access to updated incident information and county mapping will allow the fire department to provide a higher level of service to the community.

FISCAL IMPACT: The proposed agreement with Clinton County Central Dispatch offers a significant fiscal advantage to the City of St. Johns.

- **Initial Cost:** There will be no initial cost for the Freedom Software or the two (2) iPads for the first twenty-four (24) months. Clinton County Central Dispatch will cover these costs.
- **Ongoing Costs (After 24 Months):** After the initial 24-month period, the ongoing costs will be as follows:
 - Cell Service: \$40.00 per month for both iPads.
 - Software Subscription: \$320.00 annually.
- **Total Annual Cost (After 24 Months):** $\$40.00/\text{month} * 12 \text{ months} + \$320.00 = \$480.00 + \$320.00 = \$800.00$ annually.

RECOMMENDATION: Staff recommends the City Commission approve the Clinton County Central Dispatch User Agreement and authorize the Mayor to sign for the provision of Freedom Software and two (2) iPads to the St. Johns Fire Department.

USER AGREEMENT

Clinton County Freedom Application for Fire and Emergency Medical Service Agencies

CLINTON COUNTY ("County") and the Governing Entity ("Entity"), of _____ representing _____ ("Member Agency"), agree to the terms and conditions of the Clinton County Mobile Communications User Agreement.

Overview:

The County utilizes a server-based software application suite to facilitate information sharing among the Clinton County Member Agencies and the County Central Dispatch Department. To provide public safety responders with improved access to mapping, service call details, and sensitive information, the County is offering fire agencies the opportunity to join the mobile communications system ("System"). This upgrade includes new hardware and software ("Equipment") to enhance communication, improve response times, and increase safety.

Funding

The County Central Dispatch Department reserved funding to pay for the equipment. The Entity will receive up to two fully funded communications units. Central Dispatch will provide software licensing and wireless connectivity for a period of 24 months. Thereafter, the Entity shall provide financial support for ongoing maintenance and agree to maintain its wireless connectivity to the System. The County shall evaluate maintenance and licensing expenses and shall adjust them annually. All Entities shall share any maintenance and user fee increases, which will be calculated occasionally as other government units join and/or withdraw from the system.

1.0 Terms of Agreement

- 1.1 Any modifications, amendments, or waivers of any provision of this Agreement shall only be made by the County and a majority of the Member Agencies that have signed this agreement.
- 1.2 Any Entity may withdraw on behalf of the Member Agency, from this Agreement upon one hundred and twenty (120) days advance written notice to the Clinton County 911 Administrative Policy Board. The Member Agency will be entitled to copies of all data stored on the Clinton County system for its agency. The Entity shall not be entitled to recover its contribution to the maintenance and data transmission cost or any investment it has in the system.
- 1.3 Any Member Agency may be expelled from the System if it fails to comply with this Agreement, take appropriate corrective and/or disciplinary action for violations of the Clinton County Central Dispatch Mobile Communications Policy or the County Information Technology Policy (collectively, the "Policies").

- 1.4 Any Member Agency may be removed from the system for failure to pay the allocated expense as per the terms of this agreement.
- 1.5 The Policies are incorporated by reference into the terms of this Agreement. The Policies may be amended as needed by the County Central Dispatch or the Clinton County Information Technology Department, respectively. The amendments shall be effective upon written notice to the Member Agency.
- 1.6 The County Information Technology Department shall protect the integrity and security of the System. The County may suspend service to any Member Agency to protect the network. The County Information Technology Department will coordinate with the Member Agency to mitigate all cybersecurity risks.

2.0 Ownership/User Understanding:

- 2.1 The County has purchased the Equipment and software using 911 funds and shall retain ownership.
- 2.2 Any Equipment purchased by the Entity must be an iOS device, meet the minimum technical requirements for its use, and be pre-approved by the County Information Technology Department.
- 2.3 Entities shall provide access to all hardware purchased by the Entity and shall also provide access to add software to protect the integrity of the network.
- 2.4 The County shall be responsible for the initial licensing fees for the Equipment used on the System. Entities wishing to add software, hardware, or other components shall be responsible for obtaining all necessary licenses and acquiring any required hardware.
- 2.5 Entities shall be responsible for the purchase cost of additional units, add-on equipment, and software not included. Schedule A identifies the equipment purchased for this project. All extra purchases must be pre-approved and coordinated with the Clinton County Information Technology Department and Clinton County Central Dispatch.
- 2.6 The County is responsible for the annual maintenance costs associated with the network infrastructure and the system's cyber protection component.
- 2.7 The County reserves the right to choose equipment, operating systems, and software to meet the needs of the County and the County Central Dispatch, including but not limited to new CAD/Mobile/RMS software.

3.0 County Assurances:

The County represents the following:

- 3..1 The County shall have full rights and title to the Equipment and Software purchased for the System.
- 3.2 The County will coordinate with the Member Agency to troubleshoot and repair county-purchased software and hardware. The County Information Technology Department and Central Dispatch shall not be responsible for hardware and/or software not provided by the County or modified by a Member Agency.
- 3.3 The County will provide technical support for software and hardware purchased and maintained by the County.
- 3.4 The County will house the server(s) in its facility and ensure the day-to-day security and operating climate of the system's hardware. Clinton County Central Dispatch will pay all utility costs associated with the operation.
- 3.5 The County will maintain the network to ensure efficient operation and determine the annual cost sharing.
- 3.6 The County will purchase and provide state, federal, or other licenses required for the system's continued operation.
- 3.7 The County will purchase the initial licenses for the equipment listed in Schedule A. Once all licenses have been allocated, the Entity shall be responsible for additional licenses.

4.0 Entity and Member Agency Assurances:

- 4.1 The Member Agency shall use the System in accordance with all applicable statutes, codes, individual agency rules, and written directives, as well as the State of Michigan and the Criminal Justice Information Services (CJIS). Any misuse of the system shall be reported immediately to the head of the Member Agency responsible.
- 4.2 The Member Agency shall abide by the terms of the Clinton County Central Dispatch Policy or Clinton County Information Technology Policy.
- 4.3 The Entity shall pay for all costs associated with removing and installing Equipment transferred from one vehicle/location to another.
- 4.4 The Entity shall pay for the repair and/or replacement of all Equipment due to theft, vandalism, abuse/misuse, or accident resulting in damage to the Equipment that is not covered by the warranty.
- 4.5 The Entity shall bear all costs associated with adding unit(s) for its use on the system. Including hardware, software, licensing, and connection fees.

- 4.6 The Member Agency shall contact the County Information Technology and Central Dispatch Departments before adding peripheral devices and software to the System. The County shall thoroughly evaluate the proposed add-on to validate and confirm that the new equipment and software will not corrupt or compromise the integrity of the network. The Member Agency shall provide all written data and connectivity requirements for all non-County-purchased equipment and software before installation. The County shall maintain final approving/denying authority prior to adding peripheral devices and software to the County System. The County will provide written responses for approval or denials.
- 4.7 The Member Agency shall provide full access to non-County-owned equipment for troubleshooting, software and hardware updates, and ensuring the continuity of operations.
- 4.8 The Entity shall be liable for all claims arising from the Member Agency's use of the Equipment. It shall be responsible for the legal defense of the County regarding those claims.
- 4.9 The Entity shall immediately return the Equipment to the County if it dissolves its agency, withdraws from this agreement, fails to take corrective action for misuse, or changes the primary public safety answering point (Clinton County Central Dispatch). If the Entity fails to return all Equipment within sixty (60) days of any of the above circumstances, the Entity shall be invoiced for 100% of the initial costs of the unit(s) purchased.
- 4.10 The Entity shall pay and maintain all its individual wireless connection fees.
- 4.11 The Member Agency shall provide the County Information Technology Department with access to all Equipment associated with the System for troubleshooting, updating, and replacement.
- 4.12 The Member Agency shall maintain a wireless connection at its department for troubleshooting, updating, and installing new software.

5.0 Rules and Limitations

- 5.1 The System's data shall be subject to review and release upon request by a Member Agency and/or in accordance with the Freedom of Information Act.
- 5.2 Non-county personnel shall not alter, modify, repair, replace, examine, or otherwise manipulate the System's core hardware or software components without prior written permission from the County Information Technology Department, the Clinton County Central Dispatch, and the vendor, as appropriate.
- 5.3 Any system design recommendations, improvements, developments, modifications or customizations by Member Agencies or their respective Information Technology Departments/Contractors must be submitted in writing to the County Information Technology Department and Central Dispatch Departments and their approval granted before implementation. This includes consultant recommendations, modifications, and customizations. Any fees or costs associated with this section shall be proportionately paid for by the Member Agencies unless the improvements, changes, or customization are for the sole benefit of the

Member Agency making the request. All costs associated with system improvements, modifications, or customization for the sole benefit of a Member Agency shall be the sole responsibility of that Entity.

- 5.4 The transmission of data via the mobile data infrastructure has limitations and may or may not function at a level satisfactory to the Member Agency. Other means of downloading data shall be at that Member Agency's sole expense and subject to the approval of the County Central Dispatch.

6.0 Disputes

With the exceptions stated in the Agreement, any dispute that arises between the Member Agencies and the County Information Technology Department and Central Dispatch Departments, which cannot be resolved by negotiation between the parties, shall be submitted in writing to the 911 Administrative Policy Board. A majority vote shall resolve issues. If the 911 Administrative Policy Board cannot reach an acceptable resolution, the aggrieved party may submit a written complaint to the Clinton County Board of Commissioners. A majority vote of the Clinton County Board of Commissioners present at a properly convened meeting shall constitute the final determination.

7.0 Payment of Services and Annual Maintenance

All costs for mobile software maintenance and data transmission accrued for the System will be divided by the total number of software licenses. Once calculated, this figure shall be a per-unit license cost. The "per unit license" cost shall be multiplied by the total number of software licenses an Entity currently has.

This calculated figure increases the Entity's portion of the service(s) costs. Each Entity shall continue to pay a "per unit license" proportion based on the Entity's number of unit licenses. The County shall invoice the Entity for such costs and charges at the times and in the amounts that the County reasonably determines. Such invoices will be paid promptly.

Annual software maintenance costs shall be the responsibility of the Entities. The annual maintenance cost will be calculated in the same fashion as described previously in this section. In instances where applications (modules) are entirely member agency-specific, that Agency is responsible for all recurring maintenance and service costs associated with that application (module). Recurring maintenance and services will be proportionately calculated if a Member Agency desires to use an Agency-specific application (module) at any future date and time.

If future development, updates, or the implementation of new features to enhance the System will increase the "per unit license" cost. All such expenses will be proportionately billed to the Entities. Billings will include reasonable documentation explaining the expenses incurred. Payments shall be made to the County within 30 (thirty) days of receipt of the demand.

8.0. Operating Policies and Procedures:

Since the County has installed and refined a public safety system that the Member Agencies desire to share, the Member Agencies agree to follow all relevant protocols and procedures established by the County. The County may occasionally adopt, implement, and amend such policies and procedures as it deems prudent for the further improvement and refinement of the System. This provision aims to ensure that the basic structure and workflow of the System are preserved and/or improved while also allowing the County to adopt changes that enhance the System. The County shall maintain the sole right to determine what proposed changes will or will not disrupt the System.

9.0 Hold Harmless/ Indemnification:

To the fullest extent permitted by law, each party to this Agreement shall hold harmless, defend and indemnify the other parties from and against any claims, losses, damages, liabilities, and expenses, including reasonable attorney fees incurred in the defense thereof, for the death or injury to any person or persons (including employees of their respective Agency) or damage to any property, which arises out of or is in any way connected with any negligent act or omission or willful misconduct of that party or its officers, agents and employees as they relate to the equipment and services delivered pursuant to this Agreement.

10.0. Authority:

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she has the legal authority and has received such authority from the entity, to bind the entity upon whose behalf he/she executed this Agreement.

11.0 No Third-Party Beneficiaries or Joint Venture.

11.1 Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

11.2 This Agreement involves cooperation, but each party's actions or inactions are separate and distinct and no joint venture is created herein.

12.0 No Discrimination.

12.1 The Parties shall not discriminate against their employees, agents, applicants for employment, or other people or entities for hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.

13.0 Covenant Not to Sue and Hold Harmless.

13.1 The Member Agency covenants not to sue the County or the County Dispatch Department regarding any of the Equipment or services provided hereunder, including but not limited to any issue regarding the Equipment itself or its installation, programming, reprogramming or maintenance, or any occurrence or omission that in any way results from the County's installation,

maintenance, reprogramming, service, response, or operation. This holds harmless and shall include any litigation defense costs incurred by the County to defend against any such asserted liability. It applies to any claim regarding the Equipment's use or operation. Further, this indemnification and hold harmless shall pertain to any damage caused to the County's System because of the Member Agency's use of the Equipment.

13.2 The provisions of this Section shall survive the termination of this Agreement.

14.0 Severability.

14.1. If a court of competent jurisdiction determines that a term or condition of this Agreement is illegal or invalid, then such term or condition shall be severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

15.0 Governing Law

15.1 This Agreement shall be governed by the laws of the State of Michigan and shall be enforceable in any court of competent jurisdiction in Michigan.

16.0 Agreement Modifications or Amendments.

16.1 Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by all relevant Parties.

17.0 Entire Agreement.

17.1 This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole in accordance with its fair meaning and not strictly for or against any Party.

CLINTON COUNTY

By: _____

Date Signed: _____

Its: John Fuentes, Administrator/Controller

[ENTITY] -

By: _____

Date Signed: _____

[MEMBER AGENCY]-

Chief/Director: _____

Date Signed: _____

CLINTON COUNTY MOBILE COMMUNICATIONS SYSTEM
SCHEDULE A

The equipment inventory below has been verified by _____.

Equipment:

Two (2) iPad 11-inch, including protective screen and case

Two Freedom Licenses

Two Network Licenses

USER AGREEMENT

Clinton County Freedom Application for Fire and Emergency Medical Service Agencies

CLINTON COUNTY ("County") and the Governing Entity ("Entity"), of _____ representing _____ ("Member Agency"), agree to the terms and conditions of the Clinton County Mobile Communications User Agreement.

Overview:

The County utilizes a server-based software application suite to facilitate information sharing among the Clinton County Member Agencies and the County Central Dispatch Department. To provide public safety responders with improved access to mapping, service call details, and sensitive information, the County is offering fire agencies the opportunity to join the mobile communications system ("System"). This upgrade includes new hardware and software ("Equipment") to enhance communication, improve response times, and increase safety.

Funding

The County Central Dispatch Department reserved funding to pay for the equipment. The Entity will receive up to two fully funded communications units. Central Dispatch will provide software licensing and wireless connectivity for a period of 24 months. Thereafter, the Entity shall provide financial support for ongoing maintenance and agree to maintain its wireless connectivity to the System. The County shall evaluate maintenance and licensing expenses and shall adjust them annually. All Entities shall share any maintenance and user fee increases, which will be calculated occasionally as other government units join and/or withdraw from the system.

1.0 Terms of Agreement

- 1.1 Any modifications, amendments, or waivers of any provision of this Agreement shall only be made by the County and a majority of the Member Agencies that have signed this agreement.
- 1.2 Any Entity may withdraw on behalf of the Member Agency, from this Agreement upon one hundred and twenty (120) days advance written notice to the Clinton County 911 Administrative Policy Board. The Member Agency will be entitled to copies of all data stored on the Clinton County system for its agency. The Entity shall not be entitled to recover its contribution to the maintenance and data transmission cost or any investment it has in the system.
- 1.3 Any Member Agency may be expelled from the System if it fails to comply with this Agreement, take appropriate corrective and/or disciplinary action for violations of the Clinton County Central Dispatch Mobile Communications Policy or the County Information Technology Policy (collectively, the "Policies").

- 1.4 Any Member Agency may be removed from the system for failure to pay the allocated expense as per the terms of this agreement.
 - 1.5 The Policies are incorporated by reference into the terms of this Agreement. The Policies may be amended as needed by the County Central Dispatch or the Clinton County Information Technology Department, respectively. The amendments shall be effective upon written notice to the Member Agency.
 - 1.6 The County Information Technology Department shall protect the integrity and security of the System. The County may suspend service to any Member Agency to protect the network. The County Information Technology Department will coordinate with the Member Agency to mitigate all cybersecurity risks.
- 2.0 Ownership/User Understanding:**
- 2.1 The County has purchased the Equipment and software using 911 funds and shall retain ownership.
 - 2.2 Any Equipment purchased by the Entity must be an iOS device, meet the minimum technical requirements for its use, and be pre-approved by the County Information Technology Department.
 - 2.3 Entities shall provide access to all hardware purchased by the Entity and shall also provide access to add software to protect the integrity of the network.
 - 2.4 The County shall be responsible for the initial licensing fees for the Equipment used on the System. Entities wishing to add software, hardware, or other components shall be responsible for obtaining all necessary licenses and acquiring any required hardware.
 - 2.5 Entities shall be responsible for the purchase cost of additional units, add-on equipment, and software not included. Schedule A identifies the equipment purchased for this project. All extra purchases must be pre-approved and coordinated with the Clinton County Information Technology Department and Clinton County Central Dispatch.
 - 2.6 The County is responsible for the annual maintenance costs associated with the network infrastructure and the system's cyber protection component.
 - 2.7 The County reserves the right to choose equipment, operating systems, and software to meet the needs of the County and the County Central Dispatch, including but not limited to new CAD/Mobile/RMS software.

3.0 County Assurances:

The County represents the following:

- 3.1 The County shall have full rights and title to the Equipment and Software purchased for the System.
- 3.2 The County will coordinate with the Member Agency to troubleshoot and repair county-purchased software and hardware. The County Information Technology Department and Central Dispatch shall not be responsible for hardware and/or software not provided by the County or modified by a Member Agency.
- 3.3 The County will provide technical support for software and hardware purchased and maintained by the County.
- 3.4 The County will house the server(s) in its facility and ensure the day-to-day security and operating climate of the system's hardware. Clinton County Central Dispatch will pay all utility costs associated with the operation.
- 3.5 The County will maintain the network to ensure efficient operation and determine the annual cost sharing.
- 3.6 The County will purchase and provide state, federal, or other licenses required for the system's continued operation.
- 3.7 The County will purchase the initial licenses for the equipment listed in Schedule A. Once all licenses have been allocated, the Entity shall be responsible for additional licenses.

4.0 Entity and Member Agency Assurances:

- 4.1 The Member Agency shall use the System in accordance with all applicable statutes, codes, individual agency rules, and written directives, as well as the State of Michigan and the Criminal Justice Information Services (CJIS). Any misuse of the system shall be reported immediately to the head of the Member Agency responsible.
- 4.2 The Member Agency shall abide by the terms of the Clinton County Central Dispatch Policy or Clinton County Information Technology Policy.
- 4.3 The Entity shall pay for all costs associated with removing and installing Equipment transferred from one vehicle/location to another.
- 4.4 The Entity shall pay for the repair and/or replacement of all Equipment due to theft, vandalism, abuse/misuse, or accident resulting in damage to the Equipment that is not covered by the warranty.
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- 4.9 The Entity shall immediately return the Equipment to the County if it dissolves its agency, withdraws from this agreement, fails to take corrective action for misuse, or changes the primary public safety answering point (Clinton County Central Dispatch). If the Entity fails to return all Equipment within sixty (60) days of any of the above circumstances, the Entity shall be invoiced for 100% of the initial costs of the unit(s) purchased.
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- 4.11 The Member Agency shall provide the County Information Technology Department with access to all Equipment associated with the System for troubleshooting, updating, and replacement.
- 4.12 The Member Agency shall maintain a wireless connection at its department for troubleshooting, updating, and installing new software.

5.0 Rules and Limitations

- 5.1 The System's data shall be subject to review and release upon request by a Member Agency and/or in accordance with the Freedom of Information Act.
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- 5.3 Any system design recommendations, improvements, developments, modifications or customizations by Member Agencies or their respective Information Technology Departments/Contractors must be submitted in writing to the County Information Technology Department and Central Dispatch Departments and their approval granted before implementation. This includes consultant recommendations, modifications, and customizations. Any fees or costs associated with this section shall be proportionately paid for by the Member Agencies unless the improvements, changes, or customization are for the sole benefit of the

Member Agency making the request. All costs associated with system improvements, modifications, or customization for the sole benefit of a Member Agency shall be the sole responsibility of that Entity.

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6.0 Disputes

With the exceptions stated in the Agreement, any dispute that arises between the Member Agencies and the County Information Technology Department and Central Dispatch Departments, which cannot be resolved by negotiation between the parties, shall be submitted in writing to the 911 Administrative Policy Board. A majority vote shall resolve issues. If the 911 Administrative Policy Board cannot reach an acceptable resolution, the aggrieved party may submit a written complaint to the Clinton County Board of Commissioners. A majority vote of the Clinton County Board of Commissioners present at a properly convened meeting shall constitute the final determination.

7.0 Payment of Services and Annual Maintenance

All costs for mobile software maintenance and data transmission accrued for the System will be divided by the total number of software licenses. Once calculated, this figure shall be a per-unit license cost. The "per unit license" cost shall be multiplied by the total number of software licenses an Entity currently has.

This calculated figure increases the Entity's portion of the service(s) costs. Each Entity shall continue to pay a "per unit license" proportion based on the Entity's number of unit licenses. The County shall invoice the Entity for such costs and charges at the times and in the amounts that the County reasonably determines. Such invoices will be paid promptly.

Annual software maintenance costs shall be the responsibility of the Entities. The annual maintenance cost will be calculated in the same fashion as described previously in this section. In instances where applications (modules) are entirely member agency-specific, that Agency is responsible for all recurring maintenance and service costs associated with that application (module). Recurring maintenance and services will be proportionately calculated if a Member Agency desires to use an Agency-specific application (module) at any future date and time.

If future development, updates, or the implementation of new features to enhance the System will increase the "per unit license" cost. All such expenses will be proportionately billed to the Entities. Billings will include reasonable documentation explaining the expenses incurred. Payments shall be made to the County within 30 (thirty) days of receipt of the demand.

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Since the County has installed and refined a public safety system that the Member Agencies desire to share, the Member Agencies agree to follow all relevant protocols and procedures established by the County. The County may occasionally adopt, implement, and amend such policies and procedures as it deems prudent for the further improvement and refinement of the System. This provision aims to ensure that the basic structure and workflow of the System are preserved and/or improved while also allowing the County to adopt changes that enhance the System. The County shall maintain the sole right to determine what proposed changes will or will not disrupt the System.

9.0 Hold Harmless/ Indemnification:

To the fullest extent permitted by law, each party to this Agreement shall hold harmless, defend and indemnify the other parties from and against any claims, losses, damages, liabilities, and expenses, including reasonable attorney fees incurred in the defense thereof, for the death or injury to any person or persons (including employees of their respective Agency) or damage to any property, which arises out of or is in any way connected with any negligent act or omission or willful misconduct of that party or its officers, agents and employees as they relate to the equipment and services delivered pursuant to this Agreement.

10.0 Authority:

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she has the legal authority and has received such authority from the entity, to bind the entity upon whose behalf he/she executed this Agreement.

11.0 No Third-Party Beneficiaries or Joint Venture.

11.1 Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

11.2 This Agreement involves cooperation, but each party's actions or inactions are separate and distinct and no joint venture is created herein.

12.0 No Discrimination.

12.1 The Parties shall not discriminate against their employees, agents, applicants for employment, or other people or entities for hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.

13.0 Covenant Not to Sue and Hold Harmless.

13.1 The Member Agency covenants not to sue the County or the County Dispatch Department regarding any of the Equipment or services provided hereunder, including but not limited to any issue regarding the Equipment itself or its installation, programming, reprogramming or maintenance, or any occurrence or omission that in any way results from the County's installation,

maintenance, reprogramming, service, response, or operation. This holds harmless and shall include any litigation defense costs incurred by the County to defend against any such asserted liability. It applies to any claim regarding the Equipment's use or operation. Further, this indemnification and hold harmless shall pertain to any damage caused to the County's System because of the Member Agency's use of the Equipment.

13.2 The provisions of this Section shall survive the termination of this Agreement.

14.0 Severability.

14.1. If a court of competent jurisdiction determines that a term or condition of this Agreement is illegal or invalid, then such term or condition shall be severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

15.0 Governing Law

15.1 This Agreement shall be governed by the laws of the State of Michigan and shall be enforceable in any court of competent jurisdiction in Michigan.

16.0 Agreement Modifications or Amendments.

16.1 Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by all relevant Parties.

17.0 Entire Agreement.

17.1 This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole in accordance with its fair meaning and not strictly for or against any Party.

CLINTON COUNTY

By: _____

Date Signed: _____

Its: John Fuentes, Administrator/Controller

[ENTITY] -

By: _____

Date Signed: _____

[MEMBER AGENCY]-

Chief/Director: _____

Date Signed: _____

CLINTON COUNTY MOBILE COMMUNICATIONS SYSTEM
SCHEDULE A

The equipment inventory below has been verified by _____.

Equipment:

Two (2) iPad 11-inch, including protective screen and case

Two Freedom Licenses

Two Network Licenses

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 19, 2025 Commission Meeting

Department: Fire Department	Attachments:	Submitted to CA for Review
Subject: St. Johns Fire Department sign contract with Locality Media/First Due	<input checked="" type="checkbox"/> <i>Contract for reconsideration</i> <input checked="" type="checkbox"/> Track Changes contract comparing version approved at the 4-28-25 Commission Meeting to the proposed one <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Prepared by: Kevin Douglas, Fire Chief	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: At the April 28, 2025 Commission Meeting the Locality Media First contract was approved. The version that was forwarded for approval was not the version that had the incorporated City Attorney recommended changes within it. This version is being brought back with the recommended changes incorporated for approval.

BACKGROUND/DISCUSSION: The St. Johns Fire Department respectfully requests the City Commission's re-approval to enter a contract with Locality Media/First Due for the implementation of a comprehensive software solution. This platform will integrate critical functions including fire reporting, asset management, training records, fire inspections, and payroll

The St. Johns Fire Department currently utilizes a combination of disparate and often outdated systems for managing essential functions. This fragmented approach leads to inefficiencies in data management, increased administrative burden, potential for errors, and challenges in ensuring comprehensive compliance with evolving regulatory standards. Recognizing these limitations, the Fire Department undertook a thorough evaluation of available software solutions to identify a platform that could streamline operations, improve data integrity, and enhance overall effectiveness.

Locality Media emerged as the most suitable vendor, offering a fully integrated suite of modules that directly address our identified needs. Their platform provides a user-friendly interface and robust features tailored specifically for fire departments.

STRATEGIC PLAN OBJECTIVE: This initiative directly aligns with the City Strategic Plan Objective of Public Facilities Goal #1: "Continue to offer high quality services and facilities for residents." By implementing this integrated software solution, the St. Johns Fire Department will be able to:

- **Enhance Operational Efficiency:** Streamlined workflows and reduced administrative burden will allow firefighters to dedicate more time to emergency response and community engagement.
- **Improve Data Accuracy and Accessibility:** Centralized data management will lead to more accurate reporting, better informed decision-making, and improved transparency.

- **Strengthen Regulatory Compliance:** The software is designed to facilitate adherence to critical safety standards, ensuring the well-being of our firefighters and the community we serve.
- **Optimize Resource Allocation:** Improved asset management and data analysis will enable the department to make more informed decisions regarding resource allocation and future planning.

FISCAL IMPACT: The cost of the Locality Media software subscription and implementation will be detailed in the proposed contract. (One-Time Fee \$1,200; Annual Subscription Fee \$6,000). While this represents a financial investment, it is crucial to recognize the potential for significant long-term cost savings and the mitigation of financial risks associated with non-compliance.

The integrated software will directly contribute to avoiding potential **MIOSHA fines** by:

- **Ensuring Accurate and Complete Record-Keeping:** The software will automate and standardize record-keeping for training, equipment maintenance, and PPE, reducing the risk of incomplete or missing documentation that can lead to citations during MIOSHA inspections.
- **Proactive Compliance Management:** The system can provide alerts and reminders for scheduled inspections, training renewals, and equipment maintenance, ensuring proactive adherence to MIOSHA regulations.
- **Improved Audit Trail:** The digital platform provides a clear and auditable trail of all relevant activities, making it easier to demonstrate compliance during inspections.
- **Reduced Administrative Errors:** Automation reduces the potential for human error in record-keeping, further minimizing the risk of non-compliance.

By investing in this software, the City will be proactively addressing potential safety and compliance issues, thereby safeguarding taxpayer dollars from avoidable penalties and ensuring a safer working environment for our firefighters.

RECOMMENDATION: Staff recommends the City Commission re-approve the Locality Media/First Due Proposal, with the incorporated City Attorney changes, for the first year cost of \$7,200 and then annually for \$6,000, and authorize the Mayor to endorse the same.



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **April 30, 2025** (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 **City of St. Johns Michigan** located at **100 East State Street, Suite #1100, Saint Johns, MI 48879** (the "Customer"). Individually referred to as "Party" and collectively referred to as the "Parties".

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 as needed to perform the Service pursuant to this Agreement. 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, unless required by law, 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 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.

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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 **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement may renew for successive terms of **12 months** (a "Renewal Term") upon the written agreement of both Parties. ~~The Agreement is 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 10% 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).
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.
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

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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 through 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. 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, whichever is sooner	24 hours from receipt of initial notice from the Customer, or discovery of the error, whichever is sooner	2 days from receipt of initial notice from the Customer, or error discovery, whichever is sooner
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery of the error, whichever is sooner	48 hours from receipt of initial notice from the Customer, or discovery of the error, whichever is sooner	3 days from receipt of initial notice from the Customer, or error discovery, whichever is sooner
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, whichever is sooner	3 days from receipt of initial notice from the Customer, or discovery of the error, whichever is sooner	15 days from receipt of initial notice from the Customer, or error discovery, whichever is sooner

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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.

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 negligence or misconduct of Locality Media, and 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 negligence or 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 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.

19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile, 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. 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 Michigan. Jurisdiction and venue shall be in Clinton County, Michigan or as otherwise provided by Court rule.

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. This Agreement does not create a partnership, venture, or other relationship between the Parties. Neither Party, or its employee, agent, partner, or legal representative, shall have any authority to create any obligation on behalf of the other.

24. Nothing in this Agreement intends to grant any third-party beneficiary any rights, obligations, liabilities, or remedies as a result of this Agreement.

25. 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,

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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.

26. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements, understandings, representations, warranties, requests for proposal and negotiations.
27. It is the intent of the Parties that this Agreement be enforceable to the fullest extent possible. If any provision is held to be invalid or unenforceable by a competent authority within the appropriate jurisdiction, the balance of this Agreement will remain binding and enforceable in accordance with its terms and conditions, and any provision held invalid or unenforceable will be revised and amended to the minimum extent necessary in order for it to be valid and legally enforceable, consistent with the original intent of this Agreement.

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28. 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.

City of St. Johns Michigan

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

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 - Quote

Prepared By: Eric LeWinter
Valid Until: June 30, 2025
Quote Number: 1545132000425166126

BILL TO:

Kevin Douglas
City of St. Johns Michigan
100 East State Street, Suite #1100
Saint Johns, MI 48879

Account: City of St. Johns Michigan

Subscription Start: April 30, 2025

Initial Term: 12 months

Annual Subscription: \$6,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
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.	
Basic 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.	
Essentials Online Training Package Up to 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 \$ 1,200.00
	Subscription Fees Subtotal \$ 6,000.00
	Grand Total \$ 7,200.00
	<i>*Excluding Tax</i>

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 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: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



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: 1545132000425166126

Statement of Work | City of St. Johns Michigan

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 **City of St. Johns Michigan** ("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.

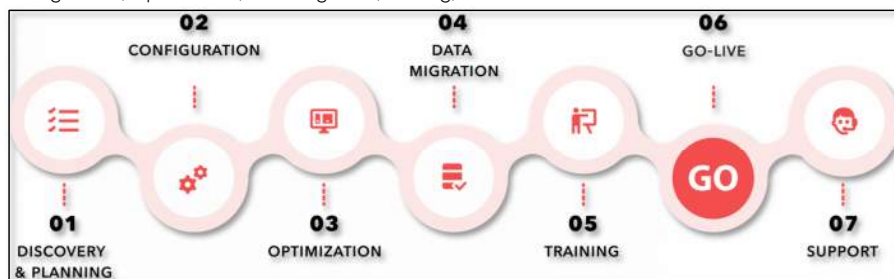
1.2 Scope:

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
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

W-9

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.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Locality Media, Inc.

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

First Due

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

☐ Individual/sole proprietor

☒ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

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

107 7th Street

6 City, state, and ZIP code

Garden City, NY 11530

7 List account number(s) here (optional)

Requester's name and address (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. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

8 1 - 1 3 8 8 0 6 2

or

Employer identification number

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

Signature of U.S. person

Date

Jan 02 2025 10:23 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.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form W-9 (Rev. 3-2024)

Locality Media, Inc. Agreement Jan 2025

Page 12 of 13

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Agreement for Services

This Agreement for Services (this "Agreement") dated as of **April 30, 2025** (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 **City of St. Johns Michigan** located at **100 East State Street, Suite #1100, Saint Johns, MI 48879** (the "Customer"). Individually referred to as "Party" and collectively referred to as the "Parties".

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, as needed to perform the Service pursuant to this Agreement.~~ 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~~ Parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records, unless required by law, 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.~~ 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~~ 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 **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement ~~will automatically~~ may renew for successive terms of **12 months** ~~each~~ (a "Renewal Term"; upon the written agreement of both Parties. The Agreement is 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 10% 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~~ 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).
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~~ 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~~ 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~~ 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~~ Party, without the use of any Confidential Information of the other ~~party~~ Party; (v) has been approved for release by the disclosing ~~party's~~ 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~~ Party hereby agrees that it shall not use any Confidential Information belonging to the other ~~party~~ Party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other ~~party~~ Party. Each ~~party~~ Party shall use the same degree of care to protect the other ~~party's~~ 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~~Party shall disclose the other ~~party's~~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-through 11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each ~~party~~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~~Party, the extent of which may be difficult to ascertain. Accordingly, each ~~party~~Party agrees that, in addition to any other remedies to which the nonbreaching ~~party~~Party may be legally entitled, the nonbreaching ~~party~~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~~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. 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, <u>whichever is sooner</u>	24 hours from receipt of initial notice from the Customer, or discovery, of the error, <u>whichever is sooner</u>	2 days from receipt of initial notice from the Customer, or error discovery, <u>whichever is sooner</u>
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error, <u>whichever is sooner</u>	48 hours from receipt of initial notice from the Customer, or discovery, of the error, <u>whichever is sooner</u>	3 days from receipt of initial notice from the Customer, or error discovery, <u>whichever is sooner</u>
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, <u>whichever is sooner</u>	3 days from receipt of initial notice from the Customer, or discovery, of the error, <u>whichever is sooner</u>	15 days from receipt of initial notice from the Customer, or error discovery, <u>whichever is sooner</u>

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 negligence or misconduct of Locality Media, and 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~~Party is given written notice reasonably promptly after the indemnified ~~party~~Party receives notice of such Action; (b) the indemnifying ~~party~~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~~Party shall be subject to such ~~party's~~Party's prior written approval; and (c) the indemnified ~~party~~Party provides assistance, information and authority as reasonably required by the indemnifying ~~party~~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 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.
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~~Parties set forth in this Agreement.
20. Except as otherwise provided below, neither ~~party~~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 Party.~~ This Agreement shall be binding upon and inure to the benefit of the ~~parties~~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 Michigan. Jurisdiction and venue shall be in Clinton County, Michigan or as otherwise provided by Court rule.
22. Any modification, amendment, or waiver to this Agreement shall not be effective unless in writing and signed by the ~~party~~Party to be charged. No failure or delay by either ~~party~~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. This Agreement does not create a partnership, venture, or other, and neither shall be deemed an relationship between the Parties. Neither Party, or its

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~~

~~23,24.~~ Nothing in this Agreement intends to grant any third-party beneficiary any rights, obligations, liabilities, or remedies as a result of this Agreement.

~~24,25.~~ Any delay in or failure of performance by either ~~party~~ 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~~ 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.

26. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior ~~oral or written~~ agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision.

~~25,27.~~ It is the intent of the Parties that this Agreement ~~is severable from each other be enforceable to the fullest extent possible. If any provision is held to be invalid or unenforceable by a competent authority within the appropriate jurisdiction, the balance of this Agreement will remain binding and enforceable in accordance with its terms and conditions, and any provision held invalid or unenforceable will be revised and amended to the minimum extent necessary in order for the purpose of determining the enforceability it to be valid and legally enforceable, consistent with the original intent of any specific provision.~~ this Agreement.

~~26,28.~~ 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, 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, accounting@firstdue.com.~~

LOCALITY MEDIA, INC.

City of St. Johns Michigan

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

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/>
<https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Eric LeWinter
Valid Until: June 30, 2025
Quote Number: 1545132000425166126

BILL TO:

Kevin Douglas
City of St. Johns Michigan
100 East State Street, Suite #1100
Saint Johns, MI 48879

Account: City of St. Johns Michigan

Subscription Start: April 30, 2025

Initial Term: 12 months

Annual Subscription: \$6,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
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.	
Basic 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.	
Essentials Online Training Package Up to 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 \$ 1,200.00
	Subscription Fees Subtotal \$ 6,000.00
	Grand Total \$ 7,200.00
	<i>*Excluding Tax</i>

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 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



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/> Website:
<https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000425166126

Statement of Work | City of St. Johns Michigan

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 **City of St. Johns Michigan** ("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.

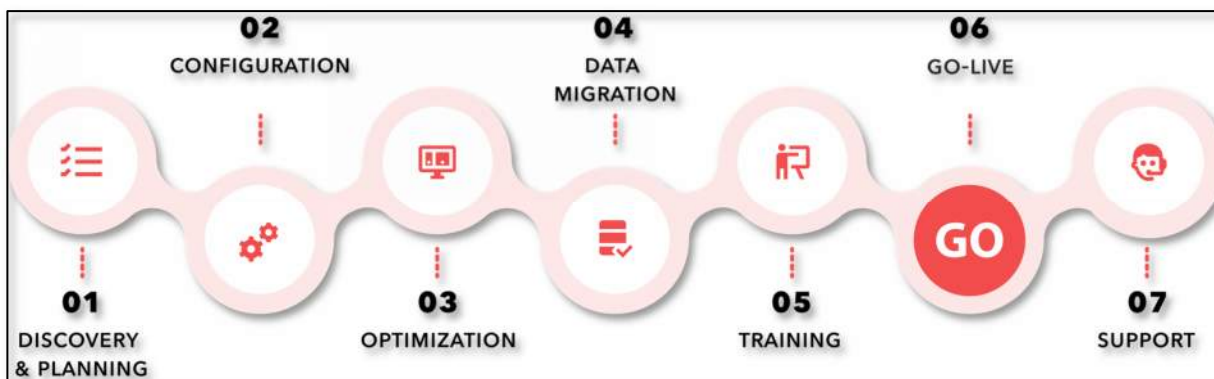
1.2 Scope:

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~~ **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~~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
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

W-9

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.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Locality Media, Inc.

2 Business name/disregarded entity name, if different from above.
First Due

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ ☐

5 Address (number, street, and apt. or suite no.). See instructions.
107 7th Street

6 City, state, and ZIP code
Garden City, NY 11530

7 List account number(s) here (optional)

Requester's name and address (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. See also *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 2025 10:23 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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

88044:00001:201299629-1