

## **Agenda**

City Commission of the City of Neodesha, KS

April 23, 2025 2:00 p.m.

**ZOOM Online Access:** <https://us02web.zoom.us/j/6203252828>

### Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Civic Organization Reports
- Mayor's Report
- Commissioner's Reports
- City Administrator's Comments
- Community Development Director Report
- Financial Reports Distributed

### Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of April 9, 2025 Minutes
- Approval of April 11, 2025 Special Call Minutes
- Appropriation (2025) 07

### Item 4: Business Items to Consider

- A. Approve Use of Stadium Park & Bluestreak Avenue
- B. Resolution: Authorize Street Dance with Alcohol Sales
- C. Consider Agreement: INA Alert; Water Tower Cameras
- D. Consider Agreement: First Due Size-Up; Fire/EMS
- E. Budget Work Session: Set Date & Time

### Item 5: Date/Time of Next Regular Meeting

Wednesday, May 14, 2025 at 2:00 p.m. – Regular Meeting, City Hall

### Item 6: Executive Session

### Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**April 23, 2025**

**Additions to the Agenda**

**RECOMMENDED MOTION:** *I move to approve the agenda as presented.*

**Consent Agenda**

**RECOMMENDED MOTION:** *I move to approve the consent agenda as presented.*

**Business Items to Consider**

**4.A: Approve Use of Stadium Park and Bluestreak Ave**

This is for Hometown day's events!

**RECOMMENDED MOTION:** *I move to approve the use of Stadium Park and Bluestreak Avenue for use during Hometown days as presented.*

**4.B: Resolution 25-06: Authorize Street Dance with Alcohol sales**

The Chamber is wanting to conduct the street dance the same as last year during Hometown days! This is the same as the setup last year that they had approved.

**RECOMMENDED MOTION:** *I move to approve Resolution 25-06 as presented.*

**4.C: Purchase Agreement with INA Alerts**

This agreement with INA security is for the water tower camera that has been presented in the past. This will allow the city to add camera to any parks with a line of sight to the water tower with out on station backup systems and internet connections.

**RECOMMENDED MOTION:** *I move to approve the purchase agreement with INA Alerts for the amount not to exceed \$2,585.21/year for the next 5 years.*

#### **4.D: Agreement for First Due services**

This is for the Fire Department software services. This is the program that has been used by the FD for several years and they would like to move forward with this new agreement to renew the services.

**RECOMMENDED MOTION:** *I move to approve the agreement with First Due Size-Up for software services in the amount not to exceed \$6,400 Dollars for 2025 services.*

#### **4.D: Budget Work Session**

Set the first budget work session for 5/9/2025.

**RECOMMENDED MOTION:** *I move to set the budget work session for 5/9/2025 at (time).*

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, April 9, 2025, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Banzet and Jabben present.

Commissioner Banzet moved to approve the agenda as presented with the addition of Business Items; 4A: Proclamation: National Lineman Appreciation Day; 4E: Approve Purchase Agreement: Letts, Van Kirk & Associates; and 4F: P & Z: Consider Variance; 207 Wisconsin. Seconded by Commissioner Jabben. Motion carried.

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator comments were heard.

Community Development Director reports were heard.

Financial reports were distributed.

Public Comments were invited and heard.

Commissioner Jabben moved to approve the consent agenda as presented consisting of minutes from the March 26, 2025 meeting; and Appropriation (2025) 06. Seconded by Commissioner Banzet. Motion carried.

Mayor Johnson read a proclamation designating April 18, 2025 as National Lineman Appreciation Day in the City of Neodesha. Thank you to Brandon Hearn and his crew for all that you do for the citizens of Neodesha.

The Governing Body welcomed Bruce Boettcher, BG Consultants, by Zoom, to discuss the closing documents for the Neodesha Gas Line Project. Discussion held.

Commissioner Banzet moved to authorize the City Administrator to make final payment and sign final documents for the closure of the Neodesha Gas Line Project. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding the annual BP Access Agreement for monitoring well sampling activity. This agenda item was tabled from the March 26, 2025 meeting. Discussion held.

Commissioner Jabben moved to approve the 2025 access agreement with BP for monitoring well sampling activities as presented. Seconded by Commissioner Banzet.

Administrator Jones addressed the Commission regarding a purchase agreement for a door lock system at the Neodesha Fire Department. Discussion held.

Commissioner Banzet moved to approve the purchase agreement with INA Alerts in an amount not to exceed \$1,800 per year for the next five years. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding an agreement for repair and upgrade of the failing lift station in the north part of the city. Upon approval of this agreement, the project will be paid from the Sewer Reserve Fund. Discussion held.

Commissioner Jabben moved to approve the purchase agreement with Letts, Van Kirk & Associates, in an amount not to exceed \$48,000. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the consideration of a variance for construction of a fence located at 207 Wisconsin. This agenda item was submitted for approval by the Planning & Zoning Commission. Discussion held.

Commissioner Banzet moved to approve the variance as presented. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding the need to close City Hall for the cleaning and purging of records as directed by our auditors. Discussion held.

Commissioner Jabben moved to close City Hall on May 23, 2025 for the purpose of cleaning files as directed by City auditors. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding need to conduct a Special Call Meeting. Discussion held.

Commissioner Banzet moved to set Special Call Meeting for April 11, 2025, at 4:00 p.m. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding the resignation request from Captain Ross Jamison. Discussion held.

Commissioner Banzet moved to approve the retirement date of April 27, 2025, for Captain Ross Jamison. Seconded by Commissioner Jabben. Motion carried. The Governing Body along with staff thanked Ross for his 36 years of dedicated service to the City and Community and further wished Ross and his spouse the best of luck on their new chapter of life.

Administrator Jones addressed the Commission regarding the resignation of Commissioner Jabben. Commissioner Jabben then read and presented his resignation letter.

*(continued on next page)*

Neodesha, Kansas

April 9, 2025

*(continued from previous page)*

Commissioner Banzet moved to accept the resignation of Commissioner Chris Jabben effective end of meeting, April 23, 2025. Seconded by Mayor Johnson with Commissioner Jabben abstaining from the vote. Motion carried 2 ayes with one abstention. The Governing Body extended best wishes to Chris and spouse with their new endeavor.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, April 23, 2025, at 2:00 p.m.

At 2:40 p.m. Commissioner Banzet moved to adjourn to a celebration party for Ross Jamison in the Civic Center Gym. Seconded by Commissioner Jabben. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

**SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS**

Neodesha, Kansas  
April 11, 2025

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Friday, April 11, 2025 at 4:00 p.m., at City Hall, 1407 N. 8th St, for the following purpose:

1. Executive Session: Attorney-Client Privilege

The Board of Commissioners met in a Special Call Session at 4:00 p.m. at City Hall, 1407 N 8<sup>th</sup> Street, on Friday, April 11, 2025, with Mayor Johnson presiding and Commissioner Banzet present. Commissioner Jabben was absent from the meeting.

Commissioner Banzet moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and City Attorney for a consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship, per KSA 75-4319(b)(2). The open meeting will resume in the Commission Room at 4:20 p.m. Seconded by Mayor Johnson. Motion carried.

Commissioner Banzet moved to extend the Executive Session to 4:30 p.m. Seconded by Mayor Johnson. Motion carried.

At 4:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

At 4:30 p.m. Commissioner Banzet moved to adjourn. Seconded by Mayor Johnson. Motion carried.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**APPROPRIATIONS REPORT****ORDINANCE NO 7****4/23/2025**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
AT & T	PHONE CHARGES	448.96	75487	4/23/2025
ACRISURE MIDWEST TRUST	INSURANCE INSTALLMENTS 1 OF 2	122,203.00	75489	4/23/2025
BORDER STATES INDUSTRIES INC	ELECTRIC SUPPLIES	4,446.49	75490	4/23/2025
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	818.76	75491	4/23/2025
CANON FINANCIAL SERVICES	PRINTER LEASE	236.71	75492	4/23/2025
F ALLEN MOORHEAD, JR, MD	PRE EMPLOYMENT PHYSICAL	209.00	75493	4/23/2025
FOLEY INDUSTRIES INC	ELEMENT/FILTER	122.06	75494	4/23/2025
GALLS LLC	UNIFORMS	312.32	75495	4/23/2025
GRAFIX SHOPPE	REFLECTIVE GRAPHIC KIT	1,237.91	75496	4/23/2025
HAWKINS INC	CHEMICALS	7,631.20	75497	4/23/2025
INA ALERT.INC	DOOR SECURITY @ FD	1,693.05	75498	4/23/2025
TOMMY JOHN	CLEANING SERVICES	200.00	75499	4/23/2025
JEFF KAHLE	RV PARK RENTAL REFUND	25.00	75500	4/23/2025
KANSAS MUNICIPAL UTILITIES	2ND QTR TRAINING GROUP 4 DUES	2,220.91	75501	4/23/2025
LAKELAND OFFICE SYSTEMS LLC	COPIER MAINTENANCE	251.23	75502	4/23/2025
LANDIS+GYR TECHNOLOGY INC	MARCH 2025 AMR	1,425.00	75503	4/23/2025
LANG DIESEL INC	TRIMMER	647.98	75504	4/23/2025
LAWSON PRODUCTS	SUPPLIES	152.48	75505	4/23/2025
MCCARTY'S OFFICE MACHINES INC	COPY PAPER	219.96	75506	4/23/2025
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTION	29.95	75507	4/23/2025
BANK OF AMERICA	ROCK	99.20	75508	4/23/2025
MYTOWN MEDIA	NEODESHA SPORTS	295.00	75509	4/23/2025
NEODESHA AREA CHAMBER OF COMMERCE	2025 MEMBERSHIP DUES	375.00	75510	4/23/2025
O'REILLY AUTOMOTIVE INC	AUTO PARTS/SUPPLIES	557.67	75511	4/23/2025
OMEGA RAIL MANAGEMENT INC	VW PIPELINE LEASE AGREEMENT	1,969.12	75512	4/23/2025
PETTY CASH	PETTY CASH REIMBURSEMENT	137.80	75513	4/23/2025
PORTER DRUGS	STOCK MEDS FOR AMBULANCE	152.30	75514	4/23/2025
PRIORITY POWER	MARCH/APRIL BILLING	2,000.00	75515	4/23/2025

QUALITY MOTORS	AUTO PARTS	744.58	75516	4/23/2025
QUILL LLC	OFFICE SUPPLIES	65.95	75517	4/23/2025
FIRST RESPONDER OUTFITTERS INC	UNIFORMS	44.95	75518	4/23/2025
SPARKLIGHT	INTERNET SERVICE	195.06	75519	4/23/2025
SPARKLIGHT	INTERNET SERVICE	94.17	75520	4/23/2025
STERICYCLE INC	DISPOSAL SERVICE	244.31	75521	4/23/2025
STRYKER SALES, LLC	GAS CYLINDER	47.00	75522	4/23/2025
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	230.85	75523	4/23/2025
TRUCK CENTER COMPANIES	PARTS & SUPPLIES	560.99	75524	4/23/2025
VIC'S HEAT & AIR LLC	WATER PUMP	285.00	75525	4/23/2025
WESTERN AUTO	SUPPLIES	1,554.79	75526	4/23/2025
WRIGHT SIGNS	VINYL INSTALL AMBULANCE DOOR	350.00	75527	4/23/2025
WEX BANK	FUEL	5,779.78	75009	2/3/2025
WILLYGOAT LLC	SHADE STRUCTURE	7,426.99	75147	2/20/2025
COMMUNITY NATIONAL BANK	DOWN PYMNT ASSISTANCE	30,000.00	75148	2/20/2025
SOLUTIONS NORTH BANK	DOWN PYMNT ASSISTANCE	90,000.00	75149	2/20/2025
A T & T	FIBER OPTIC SYSTEM	599.50	75150	2/20/2025
EVERGY	AIRPORT RUNWAY LIGHTS	339.90	75151	2/20/2025
EVERGY	STREETLIGHTS @ OTTAWA	113.90	75152	2/20/2025
SPARKLIGHT	INTERNET SERVICE	251.89	75153	2/20/2025
SPARKLIGHT	INTERNET SERVICE	193.63	75154	2/20/2025
AIRNAV LLC	AIRPORT REFUEL STATION RENEWAL	72.00	75155	2/20/2025
A T & T	PHONE CHARGES	460.71	75156	2/20/2025
SOUTHERN STAR CENTRAL GP INC	JANUARY BILLING	75,089.49	75157	2/20/2025
SPARKLIGHT	INTERNET SERVICE	107.43	75158	2/20/2025
SPARKLIGHT	INTERNET SERVICE	208.32	75159	2/20/2025
VISA	SUPPLIES, MEMBER DUES, UNIFORMS	14,165.72	75221	2/20/2025

\*\*\*\*TOTAL\*\*\*\*

379,344.97



**ACH ELECTRIC ENERGY STATEMENTS BILLED April 2025**

KMEA - SPA Hyrdro Project	March 2025 Service	3,300.00
KMEA - GRDA Power Supply Project	May 2025 Service	80,357.00
KMEA - Energy Mgmt Project No 3	March 2025 Service	108,270.00
<b>TOTAL ACH Electric Energy Statements</b>		<b>191,927.00</b>

Alcoholic Beverage Control  
109 SW 9<sup>th</sup> Street, 5<sup>th</sup> Floor  
PO Box 3506  
Topeka KS 66601-3506  
Mark A. Burghart, Secretary



Phone: 785-296-7015  
Fax: 785-296-7185  
kdor\_abc.email@ks.gov  
www.ksrevenue.gov  
Laura Kelly, Governor

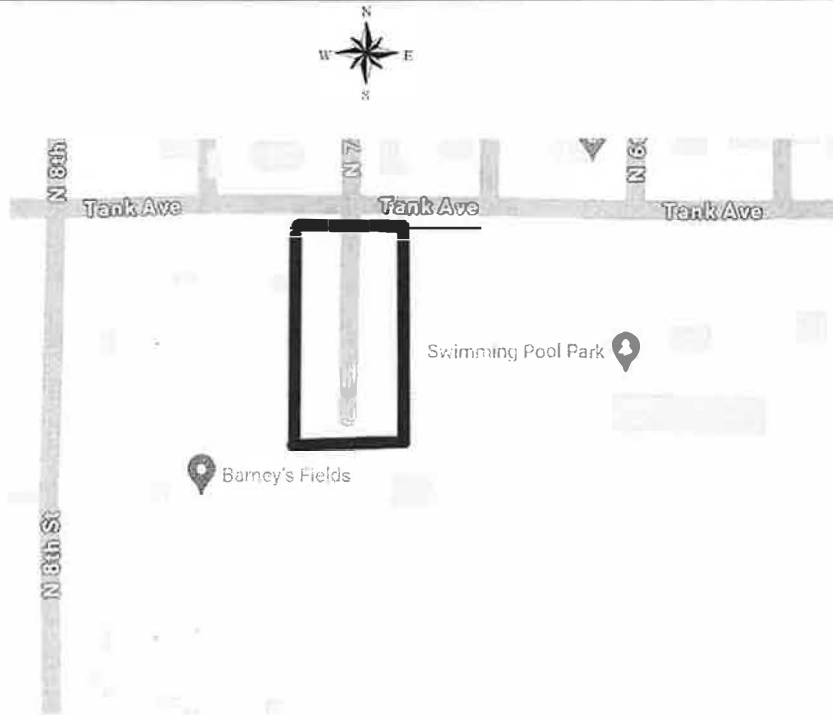
### TEMPORARY PERMIT LOCATION AND ZONING

Applicant Name: Neodesha Area Chamber of Commerce FEIN/SSN: 843613061  
Phone Number: (620) 491-1251 Event Date(s) (must be consecutive): 061425  
Event Type: ☐ Charitable Auction ☐ On-Premise ☐ Porcelain Container ☒ Special Event\* - Number of days: 1

\*A special event is held on public streets, alleys, roads, sidewalks or highways and must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held.

#### SECTION 1 – EVENT AREA: Complete this section for On-Premise and Special Events only.

In the space below, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served, or consumed. If the area is outside, it must show the line of demarcation to define the event area; and, include nearby streets for reference. Shade in the areas you DO NOT wish to be permitted.



#### SECTION 2 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK: (Completed by the clerk)

I HEREBY CERTIFY THAT THE PREMISES AT \_\_\_\_\_  
Location Street Address City Zip

CITY LIMITS: ☒ Inside the incorporated city limits ☐ Outside the city limits

ZONING: ☐ within an area that complies with all applicable zoning regulations required by K.S.A. 41-1201(e)

☐ located outside an incorporated city, in a township or county that is not zoned (Seal)

LOCATION: ☐ government property ☐ private property ☐ public property ☐ CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and believe that Section 2 is true, correct, and complete.

CLERK SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ ☐ City Clerk ☐ Township Clerk ☐ County Clerk

**CITY OF NEODESHA**

**RESOLUTION 25-06**

**A RESOLUTION AUTHORIZING A STREET DANCE WITH ALCOHOL SALES LOCATED AT 1 BLUESTREAK AVENUE ON JUNE 14, 2025, FROM 4:00 PM TO 11:00 PM**

**WHEREAS**, the Governing Body of the City of Neodesha, Kansas, recognizes the importance of community events that foster social interaction, cultural expression, and economic activity; and

**WHEREAS**, the Neodesha Area Chamber of Commerce has proposed the organization of a street dance event to be held at 1 Bluestreak Avenue on June 14, 2025, from 4:00 PM to 11:00 PM; and

**WHEREAS**, the event is intended to provide a safe and enjoyable environment for residents and visitors, featuring live music, dancing, food, and beverage services, including the sale of alcoholic beverages; and

**WHEREAS**, the Neodesha Area Chamber of Commerce has agreed to comply with all local, state, and federal laws and regulations regarding the sale and consumption of alcohol, and has secured the necessary permits from the Kansas Department of Revenue, Alcoholic Beverage Control Division;

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA, KANSAS:**

The street dance event organized by the Neodesha Area Chamber of Commerce is hereby authorized to take place at 1 Bluestreak Avenue on June 14, 2025, from 4:00 PM to 11:00 PM; and

The sale of alcoholic beverages at the event is permitted, provided that the Neodesha Area Chamber of Commerce adheres to all applicable laws and regulations regarding alcohol sales and consumption.

**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 23<sup>rd</sup> day of April, 2025.

ATTEST:

\_\_\_\_\_  
**Devin Johnson, Mayor**

\_\_\_\_\_  
**Stephanie Fyfe, City Clerk**

Bid For: Neodesha Police Department  
 POC: Sam Tomlinson - stomlinson@neodeshaks.org  
 112 S 4th St  
 Neodesha, KS 66757  
 State Contract Number: 49022



PO BOX 96  
 112 N Main  
 Ellinwood, KS 67526

3/19/2025 Quote #10055-25

Cameras & Accessories				
QTY	MODEL NAME	DESCRIPTION	UNIT COST	LINE TOTAL
1	4.0C-H5A-IRPTZ-DP36-WP	CAM, H5A IR PTZ, Pendant 4MP 36X 150m	\$ 4,709.00	\$ 4,709.00
1	IRPTZ-MNT-WALL1	Pendant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$ 112.10	\$ 112.10
1	PLMT-1001	Pole Mount For Large Pendant WLMT-1001	\$ 115.00	\$ 115.00
1	POE-INJ-BT-60W-NA	Indoor single port Gigabit PoE++ 60W, 802.3bt compliant, North American power cord included. May be used in USA, Canada, European Union, Australia, New Zealand and UK. Temperature range of the PoE injector is -10C to +40C (14 °F to 104 °F). Compatible only with cameras requiring the 802.3bt PoE ++ standard.	\$ 177.00	\$ 177.00

Storage & Software				
QTY	MODEL NAME	DESCRIPTION	UNIT COST	LINE TOTAL
1	ACC7-STD	ACC 7 Standard Edition Camera License	\$ 180.08	\$ 180.08

Custom Line Items				
QTY	MODEL NAME	DESCRIPTION	UNIT COST	LINE TOTAL
2	LBE-5AC-XR	AirMAX LiteBeam AC 5 GHz XR	\$ 174.15	\$ 348.30
1	NF141208VFHA1C	Altelix 14x12x8 Fiberglass Vented & Heated Weatherproof NEMA	\$ 506.24	\$ 506.24
1	TRENDNET   TI-PE50	5-Port Industrial Fast Ethernet PoE+ DIN-Rail Switch	\$ 106.81	\$ 106.81
1	TRENDNET   TI-S15052	150W, 52V DC, 28.9A AC to DC Din-rail Power Supply with PFC	\$ 106.81	\$ 106.81
300	Outdoor Cable	Cat6 Black Outdoor Cable #77-246-E1	\$ 0.51	\$ 153.00
200	Tough Cable	Cat5e Outdoor Sunlight Resistant Tough Cable #2507089-PR	\$ 0.45	\$ 90.00
1	Installation	Hardware Installation & Software Configuration	\$ 9,861.34	\$ 9,861.34
1	Miscellaneous	Misc: Cable, Connectors, Mounting Brackets, Clips, Etc	\$ 511.31	\$ 511.31

Contract Match			
DESCRIPTION			LINE TOTAL
INA State Pricing Contract Match			\$ (793.98) \$ (793.98)

Scope Of Work:

This proposal includes the necessary hardware and software to install one (1) Avigilon Unity PTZ camera at the City of Neodesha Water Tower. INA Alert technicians will install a weatherproof housing inside the tower and run cabling to the top for the camera and wireless P2P connectivity.

A secondary P2P unit will be installed at the Police Department to facilitate communication and recording of the camera on the existing Avigilon server. If there are no existing power outlets at the base of the water tower, the City of Neodesha will need to provide power.

Any modifications to this proposal may result in changes to the final project cost.

Quotation Prepared By:

**INAalert**

Sales@INAalert.com

620.566.3050

Quotation and Pricing Valid for 30 Days.

Not Valid After 4/18/2025

Project Designed By: Jordon Smith

To accept this quotation, sign here and return:

Approved By: \_\_\_\_\_

INA Alert, Inc.  
Representative: \_\_\_\_\_

Initial: \_\_\_\_\_

Currency: USD

Subtotal \$ 10,889.83

Shipping & Handling \_\_\_\_\_

Sales Tax % \_\_\_\_\_

5 - Year Ownership Plan \_\_\_\_\_

Please Indicate: Accept: ☐ Decline: ☐ \$2,585.21

Approval Date: \_\_\_\_\_

Approval Date: \_\_\_\_\_

This quote is subject to the following conditions & parameters:

- 1) This is a quote setting out the proposed price at which INA Alert is prepared to supply the products and services described herein. It is not intended to create a legally binding contract.
- 2) Price may include an approximation of local sales tax. Actual taxes and duties may be different than the estimate referenced herein.
- 3) Price may include an approximation of shipping charges. Actual shipping charges may be different than the estimate referenced herein.
- 4) Upon acceptance of monthly payment terms, customer will be provided ACH payment sheet to be filled out and returned to INA Alert. Monthly payments will begin on the first Monday of each month following the acceptance of the quote.
- 5) Upon acceptance of this quote, the project is subject to progress billing based on equipment and service(s) delivered to the customer.
- 6) The owner accepts all responsibility for installing equipment that is quoted to be shipped directly to the facility without installation. If INA Alert technician must be scheduled to come on-site, normal billing rates will be applied.
- 7) INA Alert assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.
- 8) INA Alert assumes the internet and phone lines necessary for new equipment has been installed and is in functional condition. If this is not the case, additional costs and install time may apply.
- 9) 50% of proposal due upon approval, remaining balance due upon completion\*. (Sales Tax added to final invoice if applicable)
- 10) \*If project is extended past one month from start date, then progress beyond 50% will be billed monthly on the 20th of the month until completion. Remain balance will be due upon completion.
- 11) In the event that the job requires the use of a lift, the responsibility is placed upon the customer to cover the financial costs associated with the rental of the lift equipment.



### **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 **Neodesha Fire Department & EMS** located at **PO Box 336, Neodesha, KS 66757** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, 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. 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 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. 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.

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 renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. 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, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its

employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. 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	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
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	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
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	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

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 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 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 followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. 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](mailto: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](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**Neodesha Fire Department & EMS**

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: Austin Greer  
Valid Until: June 30, 2025  
Quote Number: 1545132000435130605

#### BILL TO:

Landon Woodward  
Neodesha Fire Department & EMS  
PO Box 336  
Neodesha, KS 66757

**Account:** Neodesha Fire Department & EMS

**Subscription Start:** April 30, 2025

**Initial Term:** 12 months

**Annual Subscription:** \$ 5,900.00

Product Details	Total
<b>Occupancy Management &amp; Pre-Incident Planning</b> Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
<b>Responder</b> Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
<b>Incident Reporting – NFIRS</b> NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
<b>Personnel Management</b> Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
<b>Basic Training Records</b> Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
<b>Assets &amp; Inventory</b> Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
<b>CAD Integration via Email</b> Automated importing of CAD calls via Email.	
<b>Essentials Online Training Package</b> Up to 4 Hours Online Training with certified First Due Instructor	
<b>Implementation and Configuration Services</b> Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 500.00
	Subscription Fees Subtotal \$ 5,900.00
	<b>Grand Total \$ 6,400.00</b>
	*Excluding Tax

#### 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.

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**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: 1545132000435130605

## Statement of Work | Neodesha Fire Department & EMS

### 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 **Neodesha Fire Department & EMS** ("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.

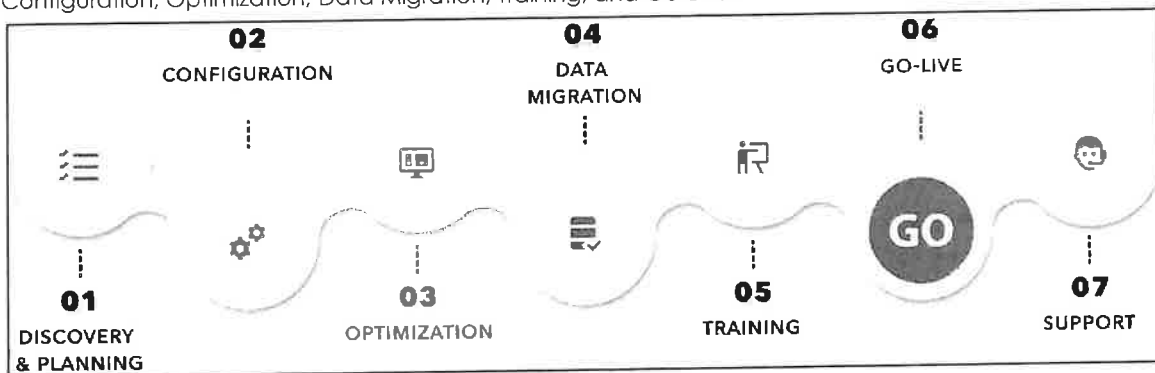
#### 1.2 Scope:

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](mailto: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.

<b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give form to the requester. Do not send to the IRS.</b>
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**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.	<table style="width: 100%;"> <tr> <td style="width: 60%;"> <b>1</b> 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.)   <b>Locality Media, Inc.</b> </td> <td style="width: 40%;"></td> </tr> <tr> <td> <b>2</b> Business name/disregarded entity name, if different from above.   <b>First Due</b> </td> <td></td> </tr> <tr> <td> <b>3a</b> 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.  <input type="checkbox"/> Individual/sole proprietor    <input checked="" type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)  <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions)         </td> <td> <b>4</b> 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) _____         </td> </tr> <tr> <td> <b>3b</b> 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. <input type="checkbox"/> </td> <td>           (Applies to accounts maintained outside the United States.)         </td> </tr> <tr> <td> <b>5</b> Address (number, street, and apt. or suite no.). See instructions.  <b>107 7th Street</b> </td> <td> <b>Requester's name and address (optional)</b> </td> </tr> <tr> <td> <b>6</b> City, state, and ZIP code  <b>Garden City, NY 11530</b> </td> <td></td> </tr> <tr> <td colspan="2"> <b>7</b> List account number(s) here (optional):         </td> </tr> </table>	<b>1</b> 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.)  <b>Locality Media, Inc.</b>		<b>2</b> Business name/disregarded entity name, if different from above.  <b>First Due</b>		<b>3a</b> 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. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>Note:</b> 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. <input type="checkbox"/> Other (see instructions)	<b>4</b> 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) _____	<b>3b</b> 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. <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>107 7th Street</b>	<b>Requester's name and address (optional)</b>	<b>6</b> City, state, and ZIP code <b>Garden City, NY 11530</b>		<b>7</b> List account number(s) here (optional):	
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**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.

<b>Social security number</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>Employer identification number</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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**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.

<b>Sign Here</b>	Signature of U.S. person <i>Andreas Huber</i>	Date Jan 02 2025 10:23 PST
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**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](http://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