



**AMENDMENT NUMBER 1
To
Agreement For Services**

This is Amendment Number 1 ("Amendment 1") to the Agreement for Services and Exhibit A – Quote ("Quote with a last dated signature of May 5, 2022 ("Agreement") by and between Locality Media, Inc dba First Due ("Locality Media") and **Baton Rouge Fire Department** ("Customer"). This Amendment 1 shall be effective on the last dated signature below ("Effective Date").

WHEREAS, the parties wish to revise Section 5 in the Agreement for Services to begin the annual renewal Service fees increases April 1, 2024;

NOW, THEREFORE, the parties agree as follows:

1. **Whereas Clauses.** The whereas clauses set forth above are incorporated herein by this reference.
2. **Section 5 Change.** Section 5 in the Agreement shall be deleted in its entirety and replaced with:

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. **Beginning April 1, 2024**, 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notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this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.

For clarity, the renewal Service fees starting April 1, 2023 through March 31, 2029 will be as follows:

Renewal Year 2 (4/01/2023-3/31/2024):	\$120,000.00
Renewal Year 3 (4/01/2024-3/31/2025):	\$126,000.00
Renewal Year 4 (4/01/2025-3/31/2026):	\$132,300.00
Renewal Year 5 (4/01/2026-3/31/2027):	\$138,915.00
Renewal Year 6 (4/01/2027-3/31/2028):	\$145,860.75
Renewal Year 7 (4/01/2028-3/31/2029):	\$153,153.79

3. **Exhibit A Update.** Exhibit A in the Agreement shall be deleted in its entirety and replaced with Attachment 1 - Exhibit A – Quote, Quote Number: 1545132000071717788.
4. **Amended Invoice.** After this Amendment 1 is fully executed, Locality Media will revise Customer's invoice accordingly.

All other terms and conditions in the Agreement remain unchanged.

[Signature page follows]

BY SIGNING BELOW, BOTH PARTIES AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

LOCALITY MEDIA, INC.

By: _____
Name: Andreas Huber
Title: CEO
Date: _____

**City of Baton Rouge on behalf of
Baton Rouge Fire Department**

By: _____
Name: Sharon Weston Broome
Title: Mayor-President
Date: _____

**City of Baton Rouge on behalf of
Baton Rouge Fire Department**

By: _____
Name: Glen Curtis
Title: _____
Date: _____

Baton Rouge Fire Department

By: _____
Name: Michael J. Kimble
Title: Fire Chief
Date: _____

Attachment 1



Locality Media, Inc. dba First Due
 107 Seventh St, Garden City
 New York, 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Todd York
 Valid Until: Apr 30, 2022
 Quote Number: 1545132000071717788

BILL TO:

Jared Robertson
 Baton Rouge Fire Department
 8011 Merle Gustafson Drive
 Baton Rouge, LA 70802

Account: Baton Rouge Fire Department
Subscription Start: April 1, 2022
Initial Term: 12 months
Annual Subscription: \$120,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	\$ 10,000.00
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	\$ 9,000.00
Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	\$ 10,000.00
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	\$ 10,000.00
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	\$ 2,500.00
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	\$ 10,000.00
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	\$ 25,000.00
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	\$ 1,500.00
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	\$ 1,500.00

Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	\$ 1,500.00
Assets & Inventory Assets, equipment and inventory management, assets and equipment checks, and work order management.	\$ 15,000.00
Automated Pre-Plans Automated data import from assessor, online building department and GIS address points.	\$ 20,000.00
CAD Integration Automated importing of CAD calls via XML, Database Connector or API.	\$ 4,000.00
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	Included
	One-Time Fees Subtotal \$ 0.00
	Subscription Fees Subtotal \$ 120,000.00
	Grand Total \$ 120,000.00
	Renewal Year 2 (4/01/2023-3/31/2024): \$120,000.00
	Renewal Year 3 (4/01/2024-3/31/2025): \$126,000.00
	Renewal Year 4 (4/01/2025-3/31/2026): \$132,300.00
	Renewal Year 5 (4/01/2026-3/31/2027): \$138,915.00
	Renewal Year 6 (4/01/2027-3/31/2028): \$145,860.75

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support 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: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972