



**FIRST RENEWAL
To
Agreement For Services**

This First Renewal ("First Renewal") is made and entered into this 15th day of November, 2023 by and between **Locality Media, Inc dba First Due** ("Locality Media") and **Manhattan Beach Fire Department** ("Customer").

RECITALS

WHEREAS, on November 15, 2022, the parties entered into an Agreement for Services and Exhibit B – Quote, Quote Number: 1545132000069408447 with a last dated signature of November 18, 2022 ("Agreement"), a copy of which is attached hereto as **Attachment 2 - Agreement** and incorporated by reference to address the Customer's access to Locality Media's First Due Size-Up™ Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions as identified in the Agreement with a Subscription Start Date of November 15, 2022; and

WHEREAS, the Agreement provides for an initial term of 12 months from the Subscription Start date, with the option to renew the Agreement for successive terms of 12 months each (a "Renewal Term"), upon written agreement by the parties; and

WHEREAS, Locality Media has provided a Quote to provide the Services during the First Renewal Term which is attached hereto as **Attachment 1 – Exhibit B** and incorporated herein by reference; and

WHEREAS, the parties wish to enter into this First Renewal ("First Renewal Term") to renew the Agreement for an additional term of 12 months beginning on November 15, 2023, and continuing through November 14, 2024, with four (4) additional automatic 1-year extensions at the rates set forth in **Attachment 1 – Exhibit B** for the Services as set forth herein; and

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. **Whereas Clauses.** The whereas clauses set forth above are incorporated herein by this reference.
2. The Agreement is hereby renewed for an additional term of 12 months beginning on November 15, 2023, and continuing through November 14, 2024. After the First Renewal Term, this Agreement shall be automatically renewed for up to four (4) successive terms of 12 months each ("Renewal Term"), unless Customer provides 30 days' written notice prior to such renewal, or the Agreement is otherwise terminated.
3. Effective November 15, 2023, Exhibit B is hereby amended and replaced in its

entirety with Attachment 1 – Exhibit B attached hereto. The Customer will pay for the Services in accordance with the rates set forth in Attachment 1 - Exhibit B attached hereto during the First Renewal Term and all successive Renewal Terms.

4. Section 5 of the Agreement is deleted in its entirety and replaced with:

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 be renewed for successive terms of 12 months each (a "Renewal Term"), subject to the agreement of both parties. 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. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. 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. Customer may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Locality Media at least 60 calendar days before the termination is to be effective.

5. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect.
6. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.

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

[Signature page follows]

The Parties, through their duly authorized representatives are signing this First Renewal on the date stated in the introductory clause.

City ("Customer"):

Consultant ("Locality Media"):

City of Manhattan Beach,
a California municipal corporation

Locality Media, Inc. dba First Due
a Delaware Corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: Andreas Huber
Title: Chief Executive Officer

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Steve Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Michael Lang
Title: Fire Chief

**Attachment 1
First Renewal Term Quote**



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 B – Renewal Quote

Prepared By: Nicholas Dunigan
Valid Until: December 31, 2023
Renewal Quote Number: 1545132000170488322

BILL TO:

Walberto Martin
Manhattan Beach Fire Department
400 15th St
Manhattan Beach, CA 90266

Account: Manhattan Beach Fire Department
First Renewal Term Subscription Start: November 15, 2023
First Renewal Term: 12 months
First Renewal Term Annual Subscription: \$15,682.50

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
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.	
Automated Pre-Plans Automated data import from assessor, online building department and GIS address points.	
CAD Integration Automated importing of CAD calls via XML, Database Connector or API.	

One-Time Fees Subtotal	\$ 0.00
First Renewal Subscription Fees Subtotal	\$15,682.50
First Renewal Grand Total (11/15/2023-11/14/2024)	\$15,682.50
<i>Second Renewal Grand Total (11/15/2024-11/14/2025)</i>	<i>\$16,466.63</i>
<i>Third Renewal Grand Total (11/15/2025-11/14/2026)</i>	<i>\$17,289.96</i>
<i>Fourth Renewal Grand Total (11/15/2026-11/14/2027)</i>	<i>\$18,154.46</i>
<i>Fifth Renewal Grand Total (11/15/2027-11/14/2028)</i>	<i>\$19,062.18</i>

Terms and Conditions

The above-listed First Renewal Grand Total will be invoiced on or around the First Renewal Term Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

For the First Renewal period of 11/15/2023-11/14/2024.

Payment Terms: Net 30 days

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

Attachment 2
Agreement

[See attached]