



# **LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE AGENDA**

**November 29, 2023 at 4:15 PM**

**City Hall - Conference Room 106, 828 Center Avenue,  
Sheboygan, WI**

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the City Attorney's Office at 828 Center Avenue, Suite 210, Sheboygan, Wisconsin, Ph. 920-459-3917. Persons other than committee members who wish to participate remotely shall provide notice to the City Attorney's Office at Ph. 920-459-3917 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

1. Call to Order
2. Roll Call - Alderperson Felde may attend the meeting remotely
3. Pledge of Allegiance
4. Introduction of Committee members, staff and guests

## **MINUTES**

- [5.](#) Approval of Minutes - November 15, 2023

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

- [6.](#) Gen. Ord. No. 31-23-24 (11-20-23) An Ordinance adopting new records retention schedules and making necessary amendments to the Sheboygan Municipal Code relating to the adoption.
- [7.](#) Res. No. 101-23-24 (11-20-23) A Resolution authorizing the Fire Chief to enter into a software contract with Locality Media, Inc. dba First Due.

## **NEXT MEETING DATE**

8. Next meeting date will be December 13, 2023

## **ADJOURN**

9. Motion to adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN**  
**LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES**  
**Wednesday, November 15, 2023**

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**COMMITTEE MEMBERS PRESENT:** Chair Alderperson Amanda Salazar, Vice Chair Alderperson Barb Felde (remote), Alderperson Dean Dekker, Alderperson Joseph Heidemann

**COMMITTEE MEMBERS EXCUSED:** Alderperson Betty Ackley

**STAFF/OFFICIALS PRESENT:** Assistant City Attorney Liz Majerus, Division Chief Nicholas Noster, Lt. Matthew Walsh, Paralegal Kathy Hoffman

**OTHERS PRESENT:** None

**OPENING OF MEETING**

1. Call to Order

Chair Alderperson Amanda Salazar called the meeting to order at 4:15 PM.

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee members, staff and guests

**MINUTES**

5. Approval of Minutes

MOTION TO APPROVE THE MINUTES OF THE PREVIOUS MEETING HELD OCTOBER 25, 2023.

Motion made by Alderperson Heidemann, seconded by Alderperson Dekker.

Voting Yea: Chair Salazar, Vice Chair Felde, Alderperson Dekker, Alderperson Heidemann.

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Res. No. 90-23-24 (11-6-23) A Resolution authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

ACA Majerus explained to the committee that this is an annual agreement received from Sheboygan County.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT RES. NO. 90-23-24.

Motion made by Alderperson Dekker, seconded by Alderperson Heidemann.

Voting Yea: Chair Salazar, Vice Chair Felde, Alderperson Dekker, Alderperson Heidemann.

7. R. O. No. 69-23-24 (11-6-23) by City Clerk submitting license applications.

MOTION TO GRANT ALL LICENSE APPLICATIONS ON R.O. NO. 69-23-24.

Motion made by Alderperson Dekker, seconded by Alderperson Heidemann.

Voting Yea: Chair Salazar, Vice Chair Felde, Alderperson Dekker, Alderperson Heidemann.

8. Discussion regarding the time of future committee meetings.

There was a discussion regarding what time to hold LHPS committee meetings in the future because several of the alderpersons have scheduling issues. It was decided that starting in January 2024 the LHPS meetings will begin at 4:30 p.m.

#### **NEXT MEETING DATE**

9. The next committee meeting is scheduled to be held on November 29, 2023 at 4:15 p.m.

#### **ADJOURN**

10. Motion to adjourn

MOTION TO ADJOURN AT 4:28 PM.

Motion made by Alderperson Felde, seconded by Alderperson Dekker.

Voting Yea: Chair Salazar, Vice Chair Felde, Alderperson Dekker, Alderperson Heidemann.

**CITY OF SHEBOYGAN  
ORDINANCE 31-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE.**

**NOVEMBER 20, 2023.**

AN ORDINANCE adopting new records retention schedules and making necessary amendments to the Sheboygan Municipal Code relating to the adoption.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:**        **AMENDMENT** “Sec 2-800 Legal Custodian” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 2-800 Legal Custodian

- (a) Each elected official, ~~and the~~ city administrator, and the director of each department are the legal custodians of their records and the records of that office, but ~~the such~~ officials may designate an employee of the official's staff to act as the legal custodian.
- (b) Unless otherwise prohibited by law, the city clerk shall act as legal custodian for the common council and for, ~~the chairmen of~~ any committees, commissions, boards or other authorities created by ordinance or resolution of the common council, ~~shall act as legal custodian therefor.~~
- (c) For every authority not specified or covered in subsection (a) or (b) of this section, the city administrator is the legal custodian for the authority, but the ~~officer~~ city administrator may designate an employee of the ~~officer's~~ authority's staff to act as the legal custodian.
- (d) Each legal custodian shall name a person to act as legal custodian in the custodian's absence or the absence of the custodian's designee.
- (e) The legal custodian shall have full legal power, in consultation with the city attorney, to render decisions and to carry out the duties of an authority under subchapter II ~~II~~ of chapter 19 (Wis. Stats. § 19.21 et seq.) and this section. The designation of a legal custodian does not affect the powers and duties of an authority under this section.

(Code 1975, § 32.5-3; Code 1997, § 2-838)

**SECTION 2:            AMENDMENT** “Sec 2-804 General City Records Retention/Disposition Schedule” of the Sheboygan Municipal Code is hereby *amended* as follows:

## A M E N D M E N T

### Sec 2-804 General City Records Retention/Disposition Schedule

- (a) The purpose of this section is to establish a general city records retention/disposition schedule and authorize destruction of city records pursuant to the schedule. Records custodians may destroy a record prior to the time set forth in this schedule only if such record has been photographically reproduced as an original record or converted to optical disk or electronic format pursuant to Wis. Stats. § 16.61(7).
- (b) Where indicated in the records retention schedule, the state public records board has waived the required statutory 60-day notice for city records; therefore, for those records, notification to the state historical society is not required prior to destruction.
- (c) ~~The general city records retention/disposition schedule, as approved by the state public forms board on December 6, 2011, is hereby adopted, a copy of which is on file in the city clerk's office and made a part hereof by reference as though fully set forth herein.~~ The city hereby adopts the following records retention/disposition schedules, as approved by the state public record board on August 28, 2023:
  - (1) General Records Schedule - Administrative and Related Records (3/21/22);
  - (2) General Records Schedule - Facilities Management and Related Records (Rev. 6/13/22);
  - (3) General Records Schedule - Fiscal and Accounting and Related Records (Rev. 11/21/22);
  - (4) General Records Schedule - Fleet and Aircraft Management Records (5/12/14);
  - (5) General Records Schedule - Human Resources and Related Records (Rev. 11/21/22);
  - (6) General Records Schedule - Information Technology and Related Records (Rev. 11/16/15);
  - (7) General Records Schedule - Purchasing and Procurement and Related Records (Rev. 11/21/22);
  - (8) General Records Schedule - Risk Management and Related Records (Rev. 8/24/15);
  - (9) General Records Schedule - Wisconsin Municipal and Related Records (Rev. 6/15/23).

For records maintained by the city but not included in the above schedules, the city adopts the functional records retention/disposition authorization approved by the state public record board on August 28, 2023, a copy of which is on file in the city clerk's office and made a part hereof by reference as though fully set forth herein.
- (d) Destruction of records pursuant to the approved retention/disposition schedules is

contingent upon the restrictions to record destruction contained in Wis. Stats. § 19.35(5); (Open Records Law); and that no records shall be destroyed if litigation or audit involving those records has commenced.

(Code 1975, § 32.5-7; Code 1997, § 2-842; Ord. No. 17-01-02, §§ 1, 2, 7-16-2001)

**SECTION 3:**        **AMENDMENT** “Sec 2-805 Preservation Through Microfilm” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 2-805 Preservation Through Microfilm

Any city officer or the director of any department or division of city government may, subject to the approval of the common council, keep and preserve public records in their possession by means of microfilm, or a copy generated from an original record stored in optical disc or electronic format. ~~or other photographic reproduction method.~~ Such records shall meet the standards for ~~photographic~~ reproduction set forth in Wis. Stats. § 16.61(7)(a) and (b) and shall be considered original records for all purposes. Such records shall be preserved along with other files of the department or division and shall be open to public inspection and copying according to the provisions of state law and sections 2-801 through 2-803.

(Code 1975, § 32.5-8; Code 1997, § 2-843)

**SECTION 4:**        **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5:**        **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 101-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE**

**NOVEMBER 20, 2023.**

A RESOLUTION authorizing the Fire Chief to enter into a software contract with Locality Media, Inc. dba First Due.

WHEREAS, the City of Sheboygan Fire Department (“Department”) utilized software, which was subsequently acquired by Locality Media Inc., dba First Due; and

WHEREAS, First Due offers additional services beyond those originally contracted for and which the Department desires to implement; and

WHEREAS, the 2024 City of Sheboygan budget includes an allocation of \$500 for one-time implementation and set-up fees; and \$2,000 for the 2024 subscription cost.

NOW THEREFORE, BE IT RESOLVED: That the Fire Chief is designated as the authorized representative of the City to enter into the attached contract, to act in connection with and to provide such additional information as may be required pursuant to the contract.

BE IT FURTHER RESOLVED: That City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan





## **AGREEMENT FOR SERVICES**

This Agreement for Services (this "Agreement") dated as of **December 31, 2023** (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") and the **City of Sheboygan** located at **828 Center Ave, Sheboygan, WI 53081** (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.
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 wifi 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 acceptance of the terms of use and fees associated with such services. Customer is a tax-exempt entity and will provide proof upon request. The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
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.
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 GREATER OF (A) 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, OR (B) \$5,000.
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 Wisconsin.
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.****City of Sheboygan**

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

Name: Andreas HuberTitle: CEO

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

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

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: Jason Capatske  
 Valid Until: January 31, 2024  
 Quote Number: 1545132000223749865

#### BILL TO:

Eric Montellano  
 City of Sheboygan  
 1326 North 25th Street  
 Sheboygan WI 53081

**Account:** City of Sheboygan  
**Subscription Start:** December 31, 2023  
**Initial Term:** 12 months  
**Annual Subscription:** \$2,000.00

Product Details	Total
<b>Responder</b>	
Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
<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 \$ 2,000.00
	<b>Grand Total \$ 2,500.00</b>

#### 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



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: 1545132000223749865

# Statement of Work | City of Sheboygan

## Introduction

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

### 1. Implementation:

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

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

### 2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

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

**3. Integrations:**

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

**4. Data Migration:**

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

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

**5. Support:**

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

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



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<b>Form W-9</b> (Rev. October 2018) 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.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Locality Media, Inc.</b>		
2 Business name/disregarded entity name, if different from above <b>First Due</b>		
Print or type. See Specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
5 Address (number, street, and apt. or suite no.) See instructions. <b>107 7th Street</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Garden City, NY 11530</b>		
7 List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> or Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>		
<b>Part II Certification</b> 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. <b>Certification instructions.</b> 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 03 2023 07:29 PST	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

Cat. No. 10231X

Form W-9 (Rev. 10-2018)