



**FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP
(Admin Bldg.) 438 Orchard Street, Antioch, IL. 60020**

October 9, 2024

CALL TO ORDER

The regular meeting of the Board of Trustees was called to order by Trustee Dvorak at 5:00 P.M. 438 Orchard Street, Antioch, IL.

ATTENDANCE

The Following Trustees were present, Trustee Dvorak, Trustee Ruth, Trustee, Trustee Dalgaard, Liebert, Trustee Ebert Absent Attorney Flaherty, Chief Cokefair, Office Mgr. Lori Kikos.

PUBLIC COMMENT

None

MINUTES

Trustee Dvorak presented the District Minutes of September 11, 2024. Trustee Liebert motioned, second Trustee Dalgaard, to approve the District Minutes of September 11, 2024, as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED

TREASURERS REPORT

The Treasurer report was presented by President Dvorak. The chief noted that may invest in some longer-term investments depending how rates are looking. A motion was made by Trustee Liebert, second Trustee Ruth to approve the October 9, 2024, Treasurer's Report as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 absent

NO: 0

THE MOTION CARRIED

AUTHORIZE PAYMENT

Trustee Dvorak reviewed the bills list and asked if there were any comments or questions. Trustee Dalgaard asked about the turn out gear and how it broke out, chief noted two shipments coats and pants. A motion was made by Trustee Dalgaard second Trustee Liebert to approve the district bills October 9, 2024, in the amount of \$649,187.32 for the First Fire Protection District A/P \$153,762.52 debited from the 403 accounts for payroll/tax liabilities for a total of \$802,949.84 as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 absent

NO: 0

THE MOTION CARRIED

TRANSFER FUNDS

Transfer funds from the corporate Fund Money Market Account #016624-05 to the checking account #5105015431 at Heartland Bank in the amount of \$350,000, to cover payment of account payables for October 9, 2024, A motion was made by Trustee Liebert second Trustee Ruth to approve the transfer of 350,000 as audited by the district board as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED

COMMITTEE REPORT

None

ATTORNEYS REPORT

Attorney Flaherty presented the district board with Ordinance 2024-4 for Levying and Assessing Taxes of the First Fire Protection District of Antioch Township. See attached looking at a 4.42% increase, asking for a 4.99% bringing the district to \$7,014,210. A motion was made by Trustee Dalgaard, second Trustee Liebert to approve Ordinance 2024-4 for Levying and Assessing Taxes of the First Fire Protection District of Antioch Township as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED

Attorney Flaherty presented to the board the Bond Abatement Ordinance 2024-5 for review. Need to do until our bonds expire. A motion was made by Trustee Dalgaard, second Trustee Liebert Adopting the Bond Abatement Ordinance 2024-5 for the First Fire Protection District of Antioch Township as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED

No legislation sessions right now, state looking at amending rules and regulations asses against frequent flyers and fine for lift assists for services, more to come.

CHIEF COKEFAIR

Action Items

Chief introduced Ariel Goldberg, the new Admin to take Lori Kikos place when she retires from the FFPD to the Trustees. The Chief reviewed with the trustees about Brycer, whose compliant engine is used for inspections. We were recently approached by LIV, it is the same product but is enhanced and more user friendly. Will give Brycer a 90 day notice to start up with LIV.

The Chief presented the board with an agreement on behalf of the fire district with Life Safety Inspection Vault LLC, "LIV" reporting software for review. A motion was made by Trustee Liebert, second Trustee Dalgaard to approve the software by Life Safety Inspection Vault LLC, "LIV" reporting software as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED

Chief presented the district board with Ordinance 2024-6 for the First Fire Protection District of Antioch Township authorizing the prescribed manner for submitting inspection reports and to utilize the Live Safety Inspection Vault LLC "LIV" for submitting inspections reports. A motion was made by Trustee Dalgaard, second Trustee Liebert to approve Ordinance 2024-6 for the First Fire Protection District of Antioch Township authorizing the prescribed manner for submitting inspection reports and to utilize the Life Safety Inspection Vault LLC "LIV" for submitting inspections reports as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED

CHIEF COKEFAIR

Discussion Items

Construction Project Update – Moved out of the Grayslake rental space. The counter tops Friday, furniture coming the 28th occupancy November 4-5 north side and same timing for Station 2. Pause two weeks start demo the south side of Station 1. Station 2 parking lot torn out. Things are moving along, station 3 will not be approved for demo until things are more buttoned up at station 1 & 2.

Deep Lake Road project is back on the table 2025-2026 should be done, still trying to engineer temporary road from station 2 to round

**FIRST FIRE PROTECTION DISTRICT.
TREASURER'S REPORT
October 2024-2025 Meeting
September Statements**

CORPORATE ACCOUNT

General Checking Account # 5105015431% interest September	67.78
Beginning Balance:	36,942.64
Disbursements: September 2024 A/P Corporate Account	(340,004.50)
Checks not cashed, 329-\$320.00, 322- \$666.72, 303 & 304 -\$6.00	
Receipts: Transferred from 405 Account to Checking September A/P 2024	358,834.98
97.09 Interest Adjustment, Refund service charged in error 8.50 , Bill Payment PEXC#8372803 125.40	
Total	55,840.90

PAYROLL ACCOUNT

Beginning Balance	4,466.54
General Payroll Account # 61000054-2	
Receipts: Transfer to Payroll Checking acct. September 13	75,000.00
Receipts: Transfer to Payroll Checking acct. September 27	75,000.00
Disbursements:	
Disbursement: IMRF August	(1,547.95)
Disbursements: Direct Deposit September 13, 2024	(52,014.37)
Disbursements: Payroll Tax September 13, 2024	(19,435.88)
Disbursements: Howard Simon Fee September 13, 2024	(906.62)
Disbursement: Chief Insurance September 13, 2024	(250.00)
Disbursements: Pension Fund September 13, 2024	(404.29)
Disbursement: 457 Plan September 13, 2024	(276.53)
Disbursements: Direct Deposit September 27	(55,163.50)
Disbursements: Tax Deposit September 27	(21,050.47)
Disbursement: Howard Simon Fees September 27	(35.69)
Disbursement: Chief Insurance Direct Deposit September 27	(250.00)
Disbursement: Cook Pension Fund September 27	(404.27)
Disbursement: 457 Plan September 27	(694.63)
Ending Balance:	2,032.34

HEARTLAND BANK

Money Market Account # 01662405 interest 5.38%	
Beginning Balance:	1,012,729.66
Receipts: September 2024-2025	
Heartland Bank September Interest	4,775.28
CPR -	
Fire Report CK #2775390252	25.00
Fire Inspection ck#'s 8797, 11343, 5568, 1894, 8232, 10151, 8435, 6861	919.00
Fire Inspection ck#'s 1622, 3079, 799, 11590, 4251, 1341, 6911, 021611	400.00
Fire Inspection ck#'s, 3543095700, 44743, 11746.5746, cash, 58292, 9023	400.00
Insurance Proceeds: Ck #0000336663	4,874.00
Metro Billing Recapture Dept. Veterans Affairs Misc Pay 36	6,329.72
Misc. Don Fencl Donation ck# 3479	1,000.00
Misc. Lee Shannon Donations ck3762,9021,29346852598,1610,2081,1755	575.00
Misc. Bletsch Donation s Ck#2620, 7468, 12034, 15679	175.00
Replacement Tax / PTAB/ CE Recapture Misc Treasury Deposit	14,215.44
Property Tax Fire Tax Year 2023	1,217,499.08
Property Tax EMS Tax Year 2023	1,217,499.08
Sale of Assests Obenauf 2199 ck #32427	10,400.00
Social Security Tax Year 2023	38,886.55
Tower Lease AT & T November 3000029983	1,361.25
Tower Lease T-Mobile November	
Total	3,532,064.06

HEARTLAND BANK

Disbursements 405 Account: September 11, 2024 A/P	(355,000.00)
Disbursements 405 Account: September 13, 2024 Payroll	(75,000.00)
Disbursements 405 Account: September 27, 2024 Payroll	(75,000.00)
Disbursements 405 Account: Sawyer Falduto Invesments	(2,000,000.00)
Ending Balance:	1,027,064.06

<u>HINSDALE BANK & TRUST MAX SAFE ACCOUNT</u>	562,620.55
Ambulance Billing	
Deposit and Credits September 2024	191,058.73
Ending Balance:	<u>753,679.28</u>

<u>Sawyer Falduto Asset Management</u>	
CUSIP: 61690DGZ5	
C.Schwab Vehicle Reserve #6495-2731	Beginning Value 447,378.84
Change in Value of Investments September	1,065.35
Monies Transferred from Heartland Sale of Asset Sale of Chevy Tahoe (2199)	10,400.00
Total	<u>458,844.19</u>

C.Schwab Operational Reserve #3738-0941	Beginning Value 2,799,009.59
Monies ACH from Heartland Bank Tax Monies Sept. 16, 2024	1,989,600.00
Change in Value of Investments September	11,762.24
Total	<u>4,800,371.83</u>

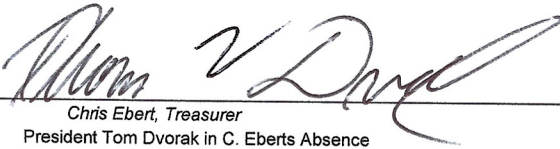
C.Schwab Non Vehicle Reserve #5482-0712	Beginning Value 102,297.34
Change in Value of Investments September	2,851.26
Total	<u>105,148.60</u>

Ending Balance All C. Schwab Accounts:	Total 5,364,364.62
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BERNARDI SECURITIES ASSET BOND FUNDS	
Various Investments & Maturities #6BR-170796	6,501,820.02
Interest September Dividends and Other Income	23,890.45
Payouts: Chicago Title for Camosy # 5 B1Q815COO4217	-570,909.00
Wire Transfer	-20.00
Abt Electronics TV's #B1Q8154C004262	-6,155.75
Wire Transfer	-20.00
Charles Schwab Fee Returned Wire incorrect Wire #	-50.00
Payouts: Feather Shark Inv 33243 cameras/readers ck #33243	-26,733.81
Wire Transfer	-20.00
Payouts: Chicago Title for Camosy Payment #6 B1Q8154C008277	-698,832.00
Wire Transfer	-20.00
Payouts: FGMARCHITECTS INV. 22-3534.02-15 B1Q8154C008266	-9,698.38
Wire Transfer	-20.00
Total Bernardi Securities Bond Fund	<u>5,213,231.53</u>

Total Reserves w/o Bernardi Securities	Total 7,202,981.20
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Total All FFPD Funds	Total 12,416,212.73
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 Chris Ebert, Treasurer
 President Tom Dvorak in C. Eberts Absence

DISTRICT BUDGET	
Total Budget for FY1 2024-2025	9,616,221.00
Total Expended as of October 9, 2024	3,767,850.31
Total Unexpended as of October 9, 2024	5,848,370.69



**Antioch Fire Department and the
First Fire Protection District of Antioch Township**

Inter-Departmental Memorandum

To: Trustees of the First Fire Protection District of Antioch Township
From: Jon Cokefair, Fire Chief
Date: Friday, October 04, 2024
Re: Fire Chief's monthly status and information report

PERSONNEL Items of interest

New Paramedics:, Kyle Mule, Noah Adams
Certifications:

August Anniversaries

FF/PM Tammy Johnson – 10 years
FF/PM Ben Fooden- 5 years
Admin Chelsea Scaife – 4 years
FF/PM Clayton Ushkow – 1 years

Support Services Anniversaries

Chaplin Sean Gartland – 3 years

New Hires-

None

New Hire Support Services

None

Resignations

Anthony Avilla-Arellano- North Chicago FD

Leave of Absence

None

Return to Duty

None

Moved to Support Services

None

Facilities

Station 1

Still moving forward with progress, slowly but surely.

Had the garage door company out to adjust the new bay doors.

Station 2

Interior is getting close, working on the parking lots right now.

New roof is done.

Station 3

New roof is done.

Other

Continue to have weekly meetings with Camosy and FGM.

Station Renovation

We continue to meet with FGM and Camosy Construction. This meeting is with the site superintendent and the project coordinator.

Proposed Schedule:

Station 1 Phase 1 Completion in November 2024

Station 2 Completion in November 2024

Estimates

October 2024 - \$500,000

November 2024 - \$350,000

TV's Coming on October 7th

Furniture Coming October 28th

Appliances coming November 4th.

Construction Expenditures to date:

<u>Company</u>	<u>Expenditure Total</u>
Camosy	\$ 4,380,343.00
Re Allen	\$ 7,700.00
FGM	\$ 901,949.42
Storage Facility	\$ 39,975.00
Office Facility	\$ 26,000.00
ABT	\$ 27,872.96
Warehouse Direct	\$ 72,539.56
Feathershark	\$ 39,937.38
Fees	\$ 3,652.00
Total	\$ 5,499,969.32

Vehicle Information

2141	PM Service,Front brakes	2 new front tires
2140	Air horn fixed	
2149	PM Service,	
2123	Taking out the generator	
2131	Monthly inspetion , new jockey pump for the air system	
2121	New fuse for primer motor	
2171	Got a new trailer hatch	
2173/80	PM service	
B-21/2191	To Kunes for rear window,and hatch, PM service	

Monthly Mileage

	August	Sept	Monthly Total
2140	132,151	132,532	381
2141	82,058	83,975	1,917
2142	6,933	9,859	2,926
2149	182,995	184,665	1,670
2121	11,969	12,299	330
2123	41,095	41,322	227
2125	77,908	78,570	662
2126			-
2163	25,611	25,756	145
2131	19,555	19,778	223

Training

The Training Division worked on a new layout of training to meet the needs of OFSM and OSHA requirements in quarterly layout. The quarterly layout was rolled out at the end of January, giving members the ability to see their progress and know what training documents / activities need to be recorded and mimicked by Fire manager.

Training Hours-

August- 1,521

2024- 14,528

Notable Trainings September

- New Awards Team Committee was formed working on the awards now
- FSVO was completed
- FAE in final weeks
- EV Class in McHenry

Daily / Weekly Training

- Back to basics with both EMS and Fire training
 - o Hazmat
 - o Septic patients

- Water supply
- Nozzles and hose loads

EMS Training

AFD had a joint RTF training with APD. We had positive feedback from both Fire and Pd. Nice job to all involved.

Weekly EMS training this month focused on cardiac arrest protocols and airway management utilizing our new GlideScopes.

Fire Prevention

67-Inspections

15- Re Inspections 5 complied

8-School Fire Drills

Anytime Fitness- Final Fire Alarm

Chicago Red Hots-Final Fire Alarm

947 Carney Ct-Final Fire Alarm

Walmart- Sprinkler Final

KIA- Hydro Test on 2 Systems

1 Residential Sprinkler Final

Ash Pallet- Re Inspect will go to quarterly inspections

With Insurance Company Investigator at Fire on Marie

St. Peters inspection for possible Migrant arrival

FSVO

1 Vehicle Fire Investigation

Freedom Of Information Act Requests

	<u>EMS</u>	<u>FIRE</u>
September	5	6
2024	28	35

29 PARAMEDICS/ 38 EMT'S (7 PARAMEDIC STUDENTS)
 FULL ARRESTS/DOA @ 4

September



Incident Type Report (Summary) Fire

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
111 - Building fire	1	0.35%				
112 - Fires in structure other than in a building	2	0.70%				
131 - Passenger vehicle fire	1	0.35%				
150 - Outside rubbish fire, other	1	0.35%				
151 - Outside rubbish, trash or waste fire	1	0.35%	0.00	0.00	0.00	
154 - Dumpster or other outside trash receptacle fire	1	0.35%	0.00	0.00	0.00	
Total: 7		Total: 2.45%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	1	0.35%				
321 - EMS call	187	65.38%				
322 - Motor vehicle accident with injuries	11	3.85%				
324 - Motor vehicle accident with no injuries	3	1.05%				
342 - Search for person in water	1	0.35%				
360 - Water & ice-related rescue, other	1	0.35%				
381 - Rescue or EMS standby	1	0.35%				
Total: 205		Total: 71.68%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
412 - Gas leak (natural gas or LPG)	4	1.40%				
Total: 4		Total: 1.40%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	4	1.40%				
511 - Lock-out	3	1.05%				
551 - Assist police or other governmental agency	1	0.35%				
571 - Cover assignment, standby, moveup	3	1.05%				
Total: 11		Total: 3.85%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	6	2.10%				
622 - No incident found on arrival at dispatch address	1	0.35%				
651 - Smoke scare, odor of smoke	2	0.70%				
Total: 9		Total: 3.15%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	1	0.35%				
730 - System malfunction, other	8	2.80%				
733 - Smoke detector activation due to malfunction	1	0.35%				
735 - Alarm system sounded due to malfunction	7	2.45%				
736 - CO detector activation due to malfunction	1	0.35%				
740 - Unintentional transmission of alarm, other	2	0.70%				
743 - Smoke detector activation, no fire - unintentional	6	2.10%				
744 - Detector activation, no fire - unintentional	3	1.05%				
745 - Alarm system activation, no fire - unintentional	20	6.99%				
746 - Carbon monoxide detector activation, no CO	1	0.35%				
Total: 50		Total: 17.48%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Total: 286		Total: 100.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

FIRE Calls 81 EMS Calls 205 PCR's Written 214

Structure Fires -
None

September



NFIRS Run Data Report - Day of Week

Day of Week	Number of Incidents
01 - Sunday	38
02 - Monday	58
03 - Tuesday	40
04 - Wednesday	40
05 - Thursday	33
06 - Friday	33
07 - Saturday	41
Total: 286	

Action Items

Discussion and Possible Action allowing the Fire Chief to enter an agreement on behalf of the Fire District with Life Safety Inspection Vault LLC "LIV" inspection reporting software.

Discussion and Possible Action on an Ordinance for the First Fire Protection District of Antioch Township authorizing the prescribed manner for submitting inspection reports and to utilize the Life Safety Inspection Vault LLC for submitting inspection reports.

Discussion Items

Administrative Assistant Introduction
Construction Project Update- Moved out of the Grayslake Rental Space
Deep Lake Rd Project 2025-2026 Update
Lake Com Update
Audit update
2025 Election
Board Retreat October 15, 2024 at 17:00

Please contact me with any questions or concerns.

Respectfully
Submitted
Jon
Cokefair
Fire Chief

EXHIBIT A

Statement of Work (SOW)

To be considered as part of the Contract between



AND

First Fire Protection District of Antioch



EXHIBIT A

Section 1 – General Provisions

1. Life Safety Inspection Vault (LIV) is a proactive, web-based solution provided to fire departments that collects, organizes, and stores fire and life safety system reports pertaining to inspection, testing, and

maintenance. Fire departments will be able to view all reports submitted within their jurisdiction in one centralized, online location. Additionally, deficiencies, impairments, systems that are past due for inspection, and companies performing work in the jurisdiction are all viewable. From the inspection reports, the LIV system generates valuable metrics for the fire department to use a data-driven approach to prioritize fire prevention efforts and quantifies the number of fire and life safety systems that are in the jurisdiction.

2. LIV sends notifications to each business location alerting them of any past due, missing, or deficient inspections. Designed with simplicity, the LIV system is no cost to the fire department, streamlines the inspection reporting process, and generates data for the department. A partnership with LIV will help create a safer community.
3. A customized LIV account will allow fire departments to view all registered inspection companies registered with LIV and submitting reports within their jurisdiction. The fire department will also be given edit capabilities that allows a user, among other things, to add or update AHJ information, comment on inspection reports, and edit premise data, as needed.
4. The fire department will have the capability to pull a variety of reports including past due and deficient inspections, upcoming reports submitted per company, and/or inspections by system type.

Section 2 – Deliverables

1. Training – LIV will provide ongoing training to all users. Training comes at no cost and will be available throughout life of contract.
2. Mapping – Mapping components are integrated into the LIV system, utilizing Google mapping features and structure identification tools.
3. Customer Support – All users of will be provided 24/7 customer support throughout the life of the contract. Contact info is as follows: #1-855-225-4822, or emailed at info@livsafe.com
4. Payment Processing – Through a secure source LIV electronically collects and processes all fees from inspection companies submitting reports to LIV’s web application.
5. Contractors – Any inspection company performing inspections, testing, or maintenance will ONLY be able to see reports that were submitted by their company. Contractors will have limited view capabilities and will have some edit capabilities.
6. Report Types – LIV has the ability to track any of the system types listed below. If there are additional systems that are desired to be tracked, it must be mutually agreeable with LIV. Intervals of inspection, testing, and maintenance are determined by the AHJ’s and adopted fire code. All reports will be stored and retained for 5 years.

Fire Alarm	Fire Hydrant	Standpipe	Elevator
Fire Sprinkler	Fire Pump	Dry Chemical Suppression	Emergency Generator
Sprinkler 5 Year	Hood Suppression	Clean Agent	Backflow
Fire Extinguishers	Hood Cleaning	Active Smoke Control	

7. Notifications – Notifications related to inspection and maintenance of the fire system will be communicated to the business location by regular mail or email, where possible. Notifications can be sent on behalf of the fire department and may state the system name, details of the deficiency (if applicable), and the name of the last service company that performed the inspection. LIV will design the notifications and get approval from the AHJ on all verbiage prior to the Effective Date.

- a. Contractors – An informational letter will be sent to all known contractors performing work within the jurisdiction. LIV will inform the contractors about the process and offer ongoing training and support during the life of the contract.
 - b. Past Due Notice – A courtesy reminder will be sent by LIV on behalf of the AHJ to notify the building that the fire and life safety system inspection is past due.
 - c. Deficiency Notice – If a report is submitted stating that there were deficiencies found during the last inspection, the AHJ will have the option to send a letter to inform the premise that they must rectify the reported deficiencies. This notice will not automatically be sent but is ready for the AHJ to send with the click of a button.
8. Hosting/Security – Industry best practices, Included the following:
- a. Security monitoring
 - b. Password protection
 - c. Disaster recovery
 - d. Data protection at a secure data center
 - e. SSL encrypted
 - f. Network protection
 - g. Hacker prevention

Section 3 – Fire Department Responsibilities

Throughout the life of the contract, it will be the fire department's responsibility to have, provide, or require the following:

1. Contractors to submit all system inspections through LIV's web portal.
2. All adoption of local fire code, ordinances, or other relevant information.
3. Any equipment needed to access the web portal.
4. Any reports that are sent directly to the fire department must be returned to the contractor and given direction to upload the report(s) to the LIV web portal.
5. At least one designated contact person for LIV.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), dated January 1st, 2025 (“**Effective Date**”), is between Life Safety Inspection Vault LLC, an Idaho limited liability company (“**LIV**”), and First Fire Protection District of Antioch, a municipal corporation of the State of Illinois, with a principal place of business at 835 Holbek Drive, Antioch, Illinois, 60002 (“**Client**”). The term “**Agreement**” means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

SECTION 1. ENGAGEMENT; SERVICES; DUTIES

1.1 Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client’s fire safety system permitting (collectively, the “**Services**”). LIV will provide the Services through LIV’s proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the “**Vault**”). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV’s web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work (“**SOW**”) substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term “**Services**” includes those items described above as well as any other items described on each SOW.

1.2 Designation of Key Personnel. LIV’s “**Representative**” is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client’s “**Representative**” is Jon Cokefair, phone: (847) 395-551, e-mail: jcokefair@antiochfire.org. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

1.3 LIV’s Responsibilities. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, “**Laws**”). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate

an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

1.4 Client's Responsibilities. Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV, and shall approve all invoices for payment, as appropriate. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

SECTION 2. COMPENSATION

2.1 Management Fee.

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (e.g., the inspector) and the Client is not billed for any fees.

2.1.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

SECTION 3. TERM AND TERMINATION

3.1 Term of Agreement. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is One year from the Effective Date ("**Initial Term**"). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") if, no later than 60 days before the expiration of the initial Term or any successive

Renewal Term, Client notifies LIV of its intent to renew the Term.

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3.2 Termination. In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

3.4 Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

SECTION 4. WARRANTIES; LIMITATIONS

4.1 Warranty.

4.1.1 Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention,

transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary

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in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.2 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

4.2 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

SECTION 5. PROPRIETARY RIGHTS

5.1 Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

5.2 Use of Trademarks. During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos for said purposes. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including

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promotional services or commercial services not directly related to the provision of Services under this Agreement.

SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

6.1 Definitions.

6.1.1 **"Aggregated Statistics"** means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 **"Authorized User"** means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employees, agents, consultants or contractors of Client unless specifically designated in writing by the Client.

6.1.3 **"Client Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 **"LIV IP"** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data.

6.1.5 **"Registration Form"** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

6.2 Access and Use.

6.2.1 **Registration.** In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information ("**Registration Data**") as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

6.2.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

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6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

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(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.9 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

6.2.10 LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

6.3 Equitable Relief. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any

court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

6.4 Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

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6.5 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute,, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual

property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

SECTION 8. CONFIDENTIAL INFORMATION

8.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d)

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independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

8.2 Nondisclosure and Nonuse.

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the

termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

8.3 Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

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SECTION 9. STAFFING; WORK SITES; LAWS

9.1 Place and Condition of Work. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

9.2 Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

9.3 Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

SECTION 10. INSURANCE. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

10.1 Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

10.2 Commercial General Liability. LIV will obtain and maintain a Commercial General

Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

10.3 Insurance Certificate. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

10.4 Notice of Policy Changes. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

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SECTION 11. INDEMNIFICATION

11.1 LIV's Indemnification Obligations. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

11.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

11.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

11.1.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

11.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

11.2 Client's Liability. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the

extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

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11.3 Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11.4 Infringement Remedy. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

12.1 Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products

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or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

12.2 Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.3 Exceptions. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

SECTION 13. FORCE MAJEURE

13.1 Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

13.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure

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or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

SECTION 14. MISCELLANEOUS

14.1 Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livsafe.com

To Client: First Fire Protection District of Antioch
Attn.: Fire Chief
835 Holbek Drive
Antioch, Illinois 60002
Phone: (847) 395-5511
Email: jcokefair@antiochfire.org

14.2 Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

14.3 Amendment and Modification: Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set

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forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

14.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

14.5 Choice of Law; Attorneys’ Fees. The parties intend for this Agreement to be construed and enforced under the laws of the State of Illinois. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys’ fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

14.6 Assignment. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

14.7 Export Regulation. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

14.8 US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect

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to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

14.9 Entire Agreement. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same

Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC, First Fire Protection District of
an Idaho limited liability company Antioch , a municipal corporation of
the State of Illinois

By:

By:

Name: Cole Harding

Name: Jon Cokefair

Title: President

Title: Fire Chief

FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP
Lake County, Illinois

ORDINANCE NO. 24-_6

AN ORDINANCE FOR THE FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP AUTHORIZING THE PRESCRIBED MANNER FOR SUBMITTING INSPECTION REPORTS AND TO UTILIZE LIFE SAFETY INSPECTION VAULT LLC FOR SUBMITTING INSPECTION REPORTS.

WHEREAS, the First Fire Protection District of Antioch Township, Lake County, Illinois ("District") is a fire protection district organized under the laws of the State of Illinois (70 ILCS 70511 et seq.); and

WHEREAS, the District provides fire protection to certain areas within unincorporated County of Lake, and

WHEREAS, the Fire Chief of the District is responsible for ensuring compliance with the life safety code adopted by the Illinois Office of the State Fire Marshal (425 ILCS 25/9); and

WHEREAS, the District has adopted the Fire Protection Codes that require test and inspection records to be available to the fire code official and to be filed with the fire code official; and

WHEREAS, the Board of Trustees finds it to be in the best interest of the District to authorize the Fire Chief of the District to prescribe the manner for submitting test and inspection reports and to utilize Life Safety Inspection Vault LLC for submitting test and inspection reports to the Fire District.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP, LAKE COUNTY, ILLINOIS, THAT:

Section 1: Recitals -The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

Section 2: All required test, inspection and maintenance reports resulting from inspections of buildings located in the District's jurisdiction shall be submitted to and retained by the district in a manner prescribed by the District Fire Chief.

Section 3: The District hereby approves the initiation of a third party inspection reporting system for the submission of inspection report for building and life safety purposes.

Section 4: The District appoints Life Safety Inspection Vault LLC to provide the District with the aforementioned third part inspection reporting system and hereby authorize the Fire Chief to enter into a contract with Life Safety Inspection Vault LLC for the same.

Section 5: If any section, paragraph, clause or provision of this Ordinance or application thereof to only person or circumstances is held invalid, the remainder of this Ordinance or the application of such section, paragraph, clause or provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 6: All Ordinances or parts of Ordinances in conflict herewith or any sections hereof are hereby repealed.

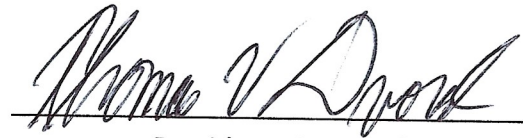
Section 7: This ordinance shall be in full force and effect after its passage and approval as provided by law.

ADOPTED this 9th Day of October 2024 the following roll call vote.

AYES: 4

NAYES: 0

ABSENT: 1



President, Board of Trustees
First Fire Protection District of Antioch Township

ATTEST:



Secretary, Board of Trustees
First Fire Protection District of Antioch Township



STATE OF ILLINOIS)

COUNTY OF LAKE) SS

)

SECRETARY'S CERTIFICATE

I, TJ Ruth, the duly qualified and Secretary of the Board of Trustees of the First Fire Protection District Antioch Fire, Lake County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 24-6

AN ORDINANCE FOR THE FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP AUTHORIZING THE PRESCRIBED MANNER FOR SUBMITTING INSPECTION REPORTS AND TO UTILIZE LIFE SAFETY INSPECTION VAULT LLC FOR SUBMITTING INSPECTION REPORTS.

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the

9th Day of October, 2024.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the District this 9th Day of October, 2024


Secretary, Board of Trustees
First Fire Protection District Antioch Fire



CHIEF COKEFAIR

about build, 3-month project when school closes in the summer. Lake Com – spring of 2025, still looking for a director hopefully by January.

Audit update – 90% sure to move to different audit company. L & A are expected to present the audit at the November Board meeting. The 2025 election is coming up Trustee Liebert, Trustee Ebert, Trustee Dalgaard need any help with questions can guide you to file November 14 here at the office.

District board retreat October 15, 2024, at 17:00, chief will have an agenda. Web site up and running working through hiccups, meeting with them next Friday. Sixteen of our personnel volunteered to go to Florida to help. Just found out division 4 will not be going to Florida.

TRUSTEE DVORAK

None

TRUSTEE RUTH

None

TRUSTEE DALGAARD

NONE

TRUSTEE EBERT

NONE

TRUSTEE LIEBERT

None

NEW BUSINESS

NONE

OLD BUSINESS

NONE

PUBLIC COMMENT

NONE

EXECUTIVE SESSION

None

ADJOURN

Trustee Dalgaard made a motion, second by Trustee Liebert, to adjourn the meeting at 17:45 pm as presented.

On roll call the vote was:

YES: Dvorak, Ruth, Dalgaard, Liebert, 1 Absent

NO: 0

THE MOTION CARRIED



Timothy Ruth, Secretary