

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the “Agreement”) is made on August 11, 2025 (“Effective Date”) and entered by and between Priority Dispatch Corp. (“PDC”), a Utah corporation, and Lake County (“Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency medical dispatch system for its community.

B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC’s products and services, altogether the Medical Priority Dispatch System (“MPDS”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein made, and in consideration of the representations and warranties herein contained, and for other good and valuable consideration the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon written request by Customer. The price of any additional products or services will be negotiated at the time of request. Any request by Customer to increase the quantity of products, licenses, or services may result in an increase in pricing, including annual support fees.

2. **Statement of Work.** The Parties agree to work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the MPDS. Once agreed, the Statement of Work shall be made part to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”).

a. **Change in Statement of Work.** The Parties shall work together if it becomes necessary to change the Statement of Work for any reason. Any changes to the Statement of Work must be submitted in writing and signed by both Parties.

b. **Implementation Delays.** PDC has many implementations at various stages of the process at any given time, and conducts training courses monthly. Customer acknowledges that PDC and other users of the PDS are affected by any changes requested by Customer to the Statement of Work when making cancellations, updates, or changes to the agreed-upon dates and timelines. Customer acknowledges that the timely completion of the implementation depends on Customer’s cooperation and control; including, but not limited to, the provision of required resources, access to staff, CAD systems, and approvals. In the event the process is delayed or does not progress according to the Statement of Work and the previously agreed schedule for reasons beyond PDC’s control, Customer agrees to adjust, reschedule, and coordinate the implementation process with PDC and agrees to pay for any additional costs to PDC related to any such delays, including but not limited to extended resource allocation or rescheduling fees.

3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”). For a download of the ProQA EULA please visit <https://prioritydispatch.net/en/licensing>

4. **CAD Integration.** The Parties acknowledge and agree that in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the MPDS software (ProQA®) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.

5. **Term & Termination.** This Agreement shall remain in effect for 5 years from the Effective Date, after which the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then-current annual support prices, and thereafter may be terminated as set forth below or by submitting a non renewal notice at least 90 days before the annual renewal date (anniversary of the Effective Date). This Agreement shall remain in effect until terminated by one of the Parties.

a. **Termination for Convenience.** Customer reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 90 days’ written notice. In case of such termination, PDC shall be entitled to receive payment from Customer for work completed and costs expended to the date of termination in accordance with the terms and conditions of this Agreement.

b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.

c. **Termination Due to Lack of Appropriations:** If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Customer may terminate this Agreement. Customer agrees to give written notice of termination to PDC at least 30 days prior to the end of the last fiscal year for which appropriations were made. Termination under this subsection shall not entitle PDC to contractual damages of any kind.

d. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.

e. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 business days, all PDC’s Confidential Information and intellectual property, and schedule a decommissioning and uninstallation of any software. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.

7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC’s Confidential Information. To the extent permitted by law, Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement

8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.

9. **Applicability of “Sunshine” Laws.** Both parties acknowledge that PDC’s documents and dealings related to this Agreement may be subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). PDC agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

10. **Artificial Intelligence (AI) Technology.** Customer is absolutely prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of Customer to use for itself or in Customer’s behalf, any technology which purpose is to apply any kind of artificial intelligence analysis to Licensed Products, Confidential Information, or any intellectual property of PDC or the IAED.

- a. Should Customer learn that Confidential Information, Licensed Product, or any data, content, or intellectual property of PDC or IAED has been used in or with AI Technology without PDC permission, Customer shall immediately notify PDC in writing and shall inform PDC of the AI Technology or services being contracted by Customer and identify the supplier, contractor, or vendor of such technology. In the event of any such use or disclosure, PDC or IAED may, in its sole discretion, deny the use of AI technology in the performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided. Customer shall fully indemnify and hold PDC and IAED harmless from all claims, losses, or damages related to Customer’s use of AI Technology.
- b. The following materials are considered protected Intellectual Property of IAED, PDC and PSI and may not be utilized, directly or indirectly in the training or development of AI Technologies. Intellectual Property includes but is not limited to protocols, training curriculum, seminars, case transcripts, case review methods, Quality Performance Review standards and/or scoring process, manuals, textbooks, update guides, CDE material, training exercises, and feedback methods.
- c. For purposes of this Agreement, AI Technology means any artificial intelligence capable of or enables machine learning capabilities, including, but not limited to, Reactive AI, Limited Memory AI, Generative AI, Predictive AI, Computer Vision AI, Conversational AI and/or Learning Language Models; and includes any software, service, application, or platform that processes, involves, has access to, is exposed to, utilizes, generates, learns, stores, adopts, copies, modifies, impacts, or potentially impacts Confidential Information or any intellectual property, data, systems, goods, services, or products of PDC or IAED.

11. **Conflict of Interest.** To the extent permitted by law, during the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party’s obligations under this Agreement.

12. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.

13. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.

14. **Assignment.** Neither Party shall assign, sell, transfer, or delegate any rights and obligations under this Agreement without obtaining prior written consent of the other Party.
15. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.
16. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.
17. **Dispute Resolution.** All issues, claims, or disputes that PDC raises or makes related to this Agreement shall, if not satisfied through less formal means, first be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. PDC agrees that it may seek additional remedies only after the process set forth in § 33.097 is complete.
18. **Law.** This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.
19. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:

Priority Dispatch Corp.
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111
Attention: Legal Department

Email: legaldepartment@prioritydispatch.net
Phone: 800.363.9127

To Customer:

Lake County Sheriff's Office
1303 N. Milwaukee Ave
Libertyville, IL 60048
Attention: Charisce Nickles

Email: CNickles@lakecountyil.gov
Phone:

If an email address is listed above, then notice may be given by email, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed to the contact information above.

Copies of any notices and communications that propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9th Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

20. **Indemnification.** PDC agrees to indemnify and defend Customer (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from PDC's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Customer shall provide notice to PDC promptly of any such claim, suit, or proceeding, and will assist PDC, at PDC's expense, in defending any such claim, suit, or proceeding. Notwithstanding the foregoing, PDC shall not be held liable for, nor shall it indemnify Customer against,

any claims, losses, damages, or expenses arising from the misuse, abuse, alteration, or unauthorized application of the MPDS software, or protocols, by Customer or its employees, officials, executives, agents, or contractors.

21. **Insurance.** The minimal insurance coverage PDC is required to hold is attached as **Attachment C** to this Agreement.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

PRIORITY DISPATCH CORP.

LAKE COUNTY

Signature: _____

Signature: _____

Print Name: Simón Cantarero

Print Name: _____

Title: General Counsel & Corporate Secretary

Title: _____

Attachment A

SEE ATTACHED QUOTE # Q-77001

MPDS IMPLEMENTATION PRICING (YEAR 1 FEES & COST)

Fees for the initial MPDS implementation and training are **\$100,281.95** (see attached Sales Quote # **Q-77001**). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

Payment Schedule: Please see Payment Schedule in Attachment D for the initial MPDS Implementation.

PRICING FOR CONTINUING ANNUAL SERVICE AND SUPPORT (YEARS 2-4)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2: \$20,710.00

Year 3: \$20,710.00

Year 4: \$20,710.00

Year 5: \$21,310.00

Payment Schedule: Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

Payment Notes:

1. Customer will be billed on an annual basis on or before the anniversary of the Effective Date.
2. All prices in USD and exclusive of any applicable taxes. Any applicable taxes will be added to this amount. If requested by PDC, Customer shall provide proof of tax-exempt status.
3. Payment must be paid by Customer in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
4. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
5. If invoice is not paid within 90 days it will be in "default" and services and products provided by PDC may be removed, suspended, or become unavailable.

Attachment B

STATEMENT OF WORK

Priority Dispatch.

IMPLEMENTATION AND DETAILED SCHEDULE

IMPLEMENTATION AND DETAILED SCHEDULE	
PHASE	EXPLANATION OF PHASE
Onboarding	Implementation Pre-Planning
Phase 1	Organization Setup and Quality Assurance Unit (QAU) Activities
Phase 2	Software Installation and Configuration
Phase 3	Training
Phase 4	System Implementation
Phase 5	Go-Live and Post Go-Live
Phase 6	Accreditation
Phase 7	Ongoing Support

Delivery and Implementation of the Priority Dispatch System™ (PDS™). The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation and ongoing support of the PDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the International Academies of Emergency Dispatch® (IAED™) as an Accredited Center of Excellence (ACE). To accomplish this, Priority Dispatch Corp.™ (PDC™) will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe, and effective emergency dispatch operation both now and in the future.

STATEMENT OF WORK: IMPLEMENTATION OF THE PDS.

ONBOARDING PHASE—IMPLEMENTATION PRE-PLANNING

Discovery. The initial step in the implementation process will be a conference call involving the communication center director (and any other senior management team members deemed appropriate by the director) and the PDC onboarding coordinator. The purpose of the conference call will be an initial introduction of all parties involved, to confirm expectations of deliverables, and to ensure a baseline of expectations is set for the upcoming implementation. Further onboarding sessions will focus on different aspects to prepare for the needs of the implementation. These sessions may include conference calls or on-site onboarding.

Communication Center Background Information.

The next step will be to obtain information about the communication center, key management officials and positions, the current emergency dispatch methodology, services provided, management practices, quality improvement/assurance, and risk management programs related to the emergency dispatch function. Other information obtained will include local and regional issues of concern and demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC onboarding coordinator for review.

PDC's assessment focus is then directed toward training needs and quality improvement/assurance issues,



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7106835; 7428301; 7436937; 7645234; 8066638; 8103523; 8294570; 8335298; 8355483; 8396191; 8417533;
8488748; 8494868; 8971501; 8712020; 8670526; 8873719; 9491605; 9516166 (other patents pending)

technical preparation, and introducing our comprehensive systems approach to emergency services dispatch as it relates to the PDS. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of this information.

Training Overview. The onboarding coordinator will discuss with the communication center director and training staff the sequential order of training for the Emergency Dispatchers and QA staff, with additional options offered based on the needs of the implementation. This session will also provide insight to the communications staff on how scheduling will need to occur while still being mindful of the need to continue normal communication center operations.

Technical Planning. The onboarding coordinator will discuss with the communication center director and those involved in IT/networking/security/CAD administration the technical needs for the implementation, including server and workstation system requirements and future steps for the installation and maintenance of the Priority Dispatch® software. Additional topics will include the technical aspects as it relates to Emergency Dispatcher training and other topics based on the needs of the implementation.

Project Information Overview. Liaisons from the field (EMS/fire/law) are invited to attend this session (in conjunction with the communication center director) as information related to their business practices from the field perspective will help us provide a comprehensive approach to the implementation of the PDS. Additionally, the onboarding coordinator will highlight how joint communications between the field and the communication center will assist in properly configuring the system and conclude with an overview of the remaining implementation phases.

Approval of Timeline. In coordination with the PDC project management team, a draft timeline for the remaining phases of the implementation will be shared with the client, including a comprehensive discussion on each associated date. One or more scheduling calls will occur until an agreement is reached on the proposed dates.

PHASE 1—ORGANIZATION SETUP AND QUALITY ASSURANCE UNIT (QAU) ACTIVITIES

Stakeholder/Kickoff Meeting. PDC staff will conduct a stakeholder/kickoff leadership meeting for the center's senior managers. This meeting is designed to be an orientation to the EMD, EFD, and EPD processes related to national standards, management oversight responsibility, response assignments, quality management processes, and implementation phases.

Combined Dispatch Steering Committee (DSC) and Dispatch Review Committee (DRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the DSC and the DRC. PDC will provide generic policies and procedures for review and revision to aid in the administration of the committees.

DSC, DRC, and Quality Assurance Unit (QAU) and the Appropriate Use of the PDS. During this meeting, the PDC staff will also review your organization's strategic goals to help you meet your targets for the communication center and the organization.

PHASE 2—SOFTWARE INSTALLATION AND CONFIGURATION

ProQA®, AQUA®, and XLERator® Database Management Software. A PDC software specialist will conduct remote or on-site installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA, and XLERator software.

CAD Interface Testing. The CAD interface will also be tested for proper functionality.

PHASE 3—TRAINING

Certification and Software Training are Split Into Two Categories. PDC will liaise with the agency to ensure a satisfactory training timetable at a suitable venue. IAED certified instructors will provide training and certification courses to all calltakers and Emergency Dispatchers at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees.

EMD, EFD, and EPD Orientation to Quality Assurance Unit (QAU), Quality Manager (QM) Activities, and Performance Monitoring. PDC staff (or an appropriately qualified (EMD-Q®, EFD-Q™, and EPD-Q™) instructor) will provide the designated QAU personnel with an ED-Q course. The course will facilitate the QAU's understanding of the quality rationale, measurement methods, and applications. Emergency Dispatch-Quality (EMD-Q, EFD-Q, and EPD-Q) training will require a projector for the instructor and a classroom suitable for all course attendees.

ProQA and AQUA Software Training. A PDC software specialist will train all dispatch personnel in using the ProQA software and ED-Q personnel in using AQUA case review software. Software training can be done on-site or remotely (online), allowing for greater flexibility in scheduling. Software training will require a training computer for each trainee.

PHASE 4—SYSTEM IMPLEMENTATION

The Quality Assurance Committees Will Review the Completion of Specific Tasks Before Starting the PDS. The project team will confirm and approve the configuration and policy development variables and field providers will complete awareness training. Emergency Dispatchers will complete practice scenarios and training simulations. PDC will assist the user-agency with the rollout of public awareness campaigns.

Field Orientation and Distribution of Field Responder Guides (FRGs) (in appropriate markets). PDC staff will provide a brief (30-minute) tutorial on the principles of



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the Medical Priority Dispatch System™ and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.

SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND Protocol. The SEND Protocol is required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial.

Public Education. PDC staff will help develop a public education program to ensure its implementation is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.

PHASE 5—GO-LIVE AND POST GO-LIVE

Initiate the Use of PDS On-line. PDC staff will provide on-site supervision and on-line coaching of communication staff during the implementation of the PDS.

Ongoing DRC Support. PDC staff will provide ongoing support for DRC activities by attending separate or joint DRC and DSC meetings.

QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via Securelink. Additional calls will need to be reviewed by the agency as per IAED guidelines.

Review and Calibrate QA System Data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.

Developmental Support of Continuing Dispatch Education (CDE) Program. PDC staff will review quality assurance data to help communications staff identify performance issues to aid in developing CDE topics. PDC will provide examples and curriculum outlines.

Ongoing Master Case Review of the QAU Case Reviewers and Recommendations for Performance Improvement.

PDC staff will review QAU case reviewer performance regularly to ensure compliance scoring and reporting is consistent with IAED accreditation requirements.

Response Configuration Modification Support. PDC staff will assist the system director in making changes to response configurations after compliance to protocol has reached appropriate levels.

System Impact Evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communications staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.

PHASE 6—ACCREDITATION

Master Review of Case Review Processes Prior to Accreditation. PDC staff will provide an ongoing master case review of QAU-reviewed cases prior to accreditation. Your communications staff will randomly select and submit compliance data on three percent of the calls received and processed by the communication center.

Accreditation Submission Support. PDC will assist your communications staff in preparing and submitting their accreditation application and accompanying documentation.

PHASE 7—ONGOING SUPPORT

IT, Consulting, and/or CDE On-site Days. PDC will provide on-site days (number of days to be determined) annually for any applicable protocol refresher, software, consulting, and continuing education requirements as per the client to maintain high Medical Priority Dispatch System, Fire Priority Dispatch System™, and Police Priority Dispatch System™ protocol performance and compliance.



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Attachment C

INSURANCE REQUIREMENTS

PDC must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- VIII and provide Customer with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 2,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 5,000,000 General aggregate

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

PDC's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability

PDC's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of PDC arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of PDC's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Customer.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants and/or Software Developer for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Cyber Liability

Cyber Liability Insurance for unauthorized release of Personally Identifiable Information (PII), protected Health Information (PHI) and confidential information of third parties and employees including Privacy Regulatory coverage for both legal defense

and fines/penalties from a privacy breach for risks associated with e-business, internet, etc., with limits of insurance not less than the following:
\$ 1,000,000 per occurrence limit.

Technology Errors and Omissions

PDC's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Customer, or of the project, shall be written with limits of insurance not less than the following:
\$ 1,000,000 per occurrence limit

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) PDC's insurance shall be primary & non-contributory over Customer's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Customer shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with Customer.
- d) Customer shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event PDC fails to obtain or maintain any insurance coverage required under this agreement, Customer may purchase such insurance coverage and charge the expense to PDC.

Attachment D

PAYMENT SCHEDULE

- **\$100,281.95 Due 45 days net of Invoice (right after signing)**
- **\$20,710 Due January 2026**
- **\$20,710 Due January 2027**
- **\$20,710 Due January 2028**
- **\$20,710 Due January 2029**
- **\$21,310 Due January 2030**