

**SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES**

**POLICY AND INTERGOVERNMENTAL CONSULTING SERVICES  
AGREEMENT**

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE OF THE CIRCUIT COURT OF COOK COUNTY

AND

LAW OFFICE OF BRENDAN SHILLER, LLC

CONTRACT NO. 2610-12101  
PURCHASE ORDER NO. 70000386693

**NON-FEDERALLY FUNDED CONTRACT**

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Economic Disclosure Statement

**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer, hereinafter referred to as “County”, and the Law Office of Brendan Shiller, LLC , doing business as a multi-member LLC incorporated in the State of Illinois, hereinafter referred to as “Consultant”, pursuant to approval by the Cook County Chief Procurement Officer.

**BACKGROUND**

*This Agreement is being entered into in accordance with Section 34-139, Sole Source Procurements, of the Cook County Procurement Code.*

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Consultant agree as follows:

**TERMS AND CONDITIONS**

**ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

**ARTICLE 2) DEFINITIONS**

**a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the Office of the Chief Judge of the Circuit Court of Cook County.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 Certification for Consulting or Auditing Services
- Exhibit 6 Electronic Payables Program (“E-Payables”)
- Exhibit 7 Economic Disclosure Statement

**d) Order of Precedence**

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 Certification for Consulting or Auditing Services
- Exhibit 6 Electronic Payables Program (“E-Payables”)
- Exhibit 7 Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the Using Agency various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the Using Agency.

The Using Agency may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or

reasonably necessary for the purpose for which the Using Agency made this Agreement or for which the Using Agency intends to use the Deliverables. If the Using Agency determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the Using Agency specifying the failure, then the Using Agency, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Using Agency. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and the Using Agency and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of

competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff at least one Key Person as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the Using Agency and with written consent of the Using Agency, which consent the Using Agency will not withhold unreasonably. If the Using Agency fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the Using Agency.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the Using Agency, which consent the Using Agency will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the Using Agency will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the Using Agency and that it does not grant any third party beneficiary rights.

e) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement, as well as professional liability insurance that is the standard for Consultant's law firm and acceptable pursuant to Illinois Attorney Registration and Disciplinary Commission rules and norms.

i) **Insurance To Be Provided**

(1) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage.

(2) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 161 N Clark Street, Suite 2300, Chicago, IL 60601, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**f) Indemnification**

The Consultant agrees to indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**g) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and Using Agency and will not disclose any of County's or Using Agency's records, materials, or other data to any third party except as required for the performance of this Contract or as directed by the Using

Agency. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County or Using Agency without the prior written approval of Using Agency. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to Using Agency without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the Office of the Chief Judge of the Circuit Court of Cook County. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or Using Agency or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. Using Agency designees shall be afforded full access to the Documents and the work at all times.

Consultant is not obligated to respond to any requests for documents, data, studies, reports, work product or product created by consultant from any County agency, division, staff, or officer that is outside of the Using Agency unless such request is approved by the Using Agency or is required by the Cook County Code or federal or state law.

**h) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided

in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**i) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof, as required by Cook County Code Section 2-311.10. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is

included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**j) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

## ARTICLE 4) TERM OF PERFORMANCE

### a) Term of Performance

This Agreement takes effect when approved by the Office of the Chief Procurement Officer and its term shall begin on December 1, 2025, ("**Effective Date**") and continue until November 30, 2026, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

### b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

### c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## ARTICLE 5) COMPENSATION

### a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

### b) Method of Payment

All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the

Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., services set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices may result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in

monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the Using Agency, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board

or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Using Agency.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer and the Using Agency or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the CPO, in consultation with the Using Agency, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer, in consultation with the Using Agency, and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;

- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The

payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance.
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement.  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;

- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond \$200,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts with the appropriate jurisdiction in the State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners

(April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:      Office of the Chief Judge  
                                 50 W. Washington, Suite 2600  
                                 Chicago, Illinois 60602  
                                 Attention: Department Director

and

Cook County Chief Procurement Officer  
161 N. Clark Street, Suite 2300  
Chicago, Illinois 60601  
(Include County Contract Number on all notices)

If to Consultant:      Law Office of Brendan Shiller, LLC

601 S. California Ave  
Chicago, IL 60612  
Attention: Roberto Lopez

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work

## **Statement of Work**

### **I. Introduction**

**Consultant:** Law Office of Brendan Shiller, LLC

**Contract Purpose:** Consulting services related to intergovernmental affairs and policy advisement.

#### **Background:**

The Senior Policy and Intergovernmental Affairs Consultant (“the Consultant”) serves as a policy analyst as well as a strategic liaison between the Office of the Chief Judge (OCJ) and internal and external governmental entities. The Consultant is responsible for facilitating clear, coordinated communication and policy analysis between the OCJ and relevant agencies, departments, and divisions. This role ensures that the OCJ is abreast of all relevant and potentially relevant information and policy machinations that could impact the Cook County Courts and Judiciary. Further, the Consultant will provide regular strategic guidance and information as for how the OCJ can best work with and incorporate the perspectives of the various community stakeholders, including but not limited to labor organizations, community organizations, activists and advocate groups, research and policy institutions, civic alliances, bar associations, law schools, and other community stakeholders that have an interest in the courts and the judiciary.

This critical role is anchored in the Consultant’s decades of legal and policy experience, subject matter expertise, and longstanding professional relationships across multiple levels of government and in various areas of civil society and the broader community. The Consultant brings a sophisticated understanding of legal frameworks, institutional dynamics, and the complexities of intergovernmental operations, as well as knowledge of the various interests and perspectives of many other community stakeholders. These qualifications are complemented by a trusted, long-term advisory relationship with the Chief Judge, developed over twenty years of confidential engagement on complex legal and policy matters.

The Consultant represents that it possesses the professional capacity and contextual insight necessary to support the OCJ in navigating legislative, executive, and administrative issues. The unique nature of this Agreement requires legal acumen and nuanced appreciation of political and institutional considerations. Accordingly, the Consultant affirms their readiness and ability to fulfill all responsibilities in accordance with the terms and conditions herein.

### **II. Services Provided**

Principal Attorney and Consultant, Brendan Shiller, shall provide comprehensive consulting services to the Office of the Chief Judge (OCJ) of the Circuit Court of Cook County. Except as expressly directed by the Chief Judge, the Consultant will not have the authority to act as agent or representative of the Office of the Chief Judge.

These services shall include, but are not limited to, the following:

**1. Legislative and Policy Advising**

- Provide strategic legislative and policy guidance to the OCJ and its leadership.
- Assist in the development of policy positions and legislative priorities.
- Collaborate with OCJ staff to ensure sufficient legal research and analysis.
- Coordinate with the legal department and Policy Working Group to maximize efficiency in legislative and policy research.

**2. Legislative Tracking and Analysis**

- Monitor, track, and analyze proposed and enacted legislation at the Cook County, State of Illinois, and Federal levels.
- Identify legislation impacting OCJ divisions or agencies.
- Provide timely updates and assessments of potential implications for the OCJ.
- Keep the Chief Judge, directors, and Policy Working Group informed of relevant issues.

**3. Intergovernmental Relations and Coordination**

- Facilitate and maintain effective communication and coordination with other governmental entities, including executives, legislative bodies, and judicial partners.
- Monitor rules, procedures, policies, and cultural changes within Cook County government agencies.
- Serve as primary liaison with municipal, county, state, and federal agencies.
- Maintain open lines of communication with leadership of relevant government agencies.
- Ensure regular communications with Cook County Board members, countywide elected officials, and local elected officials at the state and municipal levels.

**4. Community and Civic Stakeholder Engagement**

- Build and maintain relationships with civic, community, and stakeholder organizations, including bar associations, law schools, civic organizations, research institutes, and activist groups.
- Ensure diverse perspectives are incorporated into OCJ decision-making.

**5. Legal Research Consulting Services**

- Provide consulting services as requested by the Chief Judge, including legal research, drafting of memoranda, and analysis of legal issues relevant to the OCJ's operations and initiatives.
- Perform any other consulting services as may be reasonably requested by the Chief Judge in support of the OCJ's mission and responsibilities.

**6. Written Reports and Briefings**

- Prepare and deliver regular written reports, policy briefs, and legislative summaries to the Chief Judge.

**7. Consulting with the Chief Judge**

- Meet regularly with the Chief Judge to receive direction and guidance.

**8. Responsive Consultation**

- Be available at all times to provide responsive consultation and support to the OCJ.

EXHIBIT 2

Schedule of Compensation

## **Schedule of Compensation**

**Monthly Hours:** Consultant shall provide eighty (80) hours per month of professional services under this Agreement.

**Hourly Rate:** Consultant shall be compensated at a rate of \$205.00 per hour, consistent with standard government consulting rates.

**Monthly Cap:** Total compensation shall not exceed \$16,400.00 per month, unless otherwise authorized in writing by the County.

**Proof of Services:** Consultant shall submit monthly invoices that contain itemized records indicating the dates that services were provided, a detailed description of the work performed on each date and the amount of time spent performing work on such date.

**Billing:** Consultant shall bill for the full 80 hours each month beginning December 1, 2025, and ending on November 30, 2026.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment



**COOK COUNTY**  
OFFICE OF THE  
**Chief Procurement  
Officer**

161 N. Clark  
Suite 2300  
Chicago, Illinois 60601



**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit.
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.  Direct Participation of MBE/WBE Firms       Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?    Yes     No   
 \*Current Letter of Certification attached?    Yes     No

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?    Yes     No   
 \*Current Letter of Certification attached?    Yes     No

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**



**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount, Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR PARTIAL OR FULL WAIVER – FORM 3**

Bidder/Proposer: \_\_\_\_\_

Contract No./Title: \_\_\_\_\_

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- |                       |                          |
|-----------------------|--------------------------|
| _____ FULL MBE WAIVER | _____ PARTIAL MBE WAIVER |
| _____ FULL WBE WAIVER | _____ PARTIAL WBE WAIVER |
| _____ FULL DBE WAIVER | _____ PARTIAL DBE WAIVER |

**B. REASON FOR PARTIAL/FULL WAIVER REQUEST:**

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- \_\_\_\_\_ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- \_\_\_\_\_ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- \_\_\_\_\_ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- \_\_\_\_\_ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

**GOOD FAITH EFFORT TRANSPARENCY REPORT****C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)**

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;  
Timelines:
  - a. When the Bidder/Proposer knew of the bid;
  - b. When the Bidder/Proposer contacted the PCE(s);
  - c. When the Bidder/Proposer formulated its bid and utilization plan;  
and
  - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
  - a. Dates of each contact attempt for each contacted PCE;
  - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
  - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
  - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

**N/A**

**GOOD FAITH EFFORT TRANSPARENCY REPORT**

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

---

Signature and Title of Bidder/Proposer

Title

Date

### Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

I \_\_\_\_\_,  
*(Authorized Representative)* *(Print Title)*

of \_\_\_\_\_ do hereby affirm:  
*(Name of Firm)*

1) \_\_\_\_\_ is a Minority and/or Women Business Enterprise currently  
*(Name of Firm)*  
certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [ ] Asian- [ ] Woman-owned business.

2) With respect to \_\_\_\_\_, the personal net worth of the qualifying  
*(Name of Firm)*  
(51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of \_\_\_\_\_,  
*(Name of Firm)*  
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I \_\_\_\_\_ affirm that, to the best of my knowledge  
*(Authorized Representative)*  
and belief, the information herein is true and accurate.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_  
(Month) (Year)

\_\_\_\_\_  
*(Notary's Signature)*

Notary's Seal

My Commission Expires \_\_\_\_\_

EXHIBIT 4

Evidence of Insurance



Powered by **coverwallet**

1100 Virginia Drive, Suite 250, Fort Washington, PA 19034  
customer.service@aonattorneys.com  
(267) 459 3225

# Professional Liability for Law Office of Brendan Shiller, LLC

Hello Brendan Shiller

I'm happy to present to you your insurance policy. The terms and coverage details are specified in the following pages, so please review them and maintain a copy for your records. If you have any questions about the language, your coverage or anything else, please let me know.

Type of policy	Start Date	Expiry Date	Type of Payment	Invoiced Amount
Professional Liability	2025-12-02	2026-12-02	Down Payment	
			Premium	\$375.60
			Taxes	\$0.00
			Purchasing Group Fee	\$160.00
			Initial Payment Processing fees	\$0.00
			<b>Total Amount</b>	<b>\$375.60</b>

customer.service@aonattorneys.com | (267) 459 3225  
1100 Virginia Drive, Suite 250, Fort Washington, PA 19034

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc., a licensed producer in all states (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.



Aon Attorneys  
Advantage

12/02/2025

Brendan Shiller  
Brendan Shiller, LLC Law Office of  
601 S California Ave  
Chicago, IL 60612

Customer No.: 103487000  
Policy Period: 12/02/2025 to 12/02/2026  
Policy Number: 045811959-25

RE: **PROFESSIONAL LIABILITY INSURANCE POLICY**  
***Aon Attorneys Advantage***

Dear Brendan Shiller,

Enclosed please find a copy of your professional liability insurance policy.

Thank you for placing your coverage through Aon Attorneys Advantage. We appreciate the confidence you place in us and look forward to assisting you when the need arises.

To help keep you informed regarding the latest risk management practices, you will receive access to the Aon Attorneys Advantage Risk Management Resources Website and our free online Continuing Legal Education courses. Enclosed you will find more information about our risk management program and the services it has to offer you.

If you have any questions about this insurance coverage, please do not hesitate to contact us. We are happy to answer any questions that you may have. Thank you again for your continued support of our program. Also, if we may be able to assist any of your colleagues, please have them reach out. Your referrals are greatly appreciated!

Sincerely,

Affinity Insurance Services, Inc.

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. a licensed producer in all states (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

**Affinity Insurance Services, Inc.**

1100 Virginia Drive ~ Suite 250 ~ Fort Washington, PA 19034-3278

Telephone: 267.459.3233

[www.attorneys-advantage.com](http://www.attorneys-advantage.com)

L-POL-D (01/22)

# LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

**THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.**

**MATURITY:**

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSUREDS CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

<b>COMPANY:</b> National Union Fire Insurance Company of Pittsburgh, PA	<b>POLICY NUMBER:</b> 045811959-25															
Item 1. Named Insured: Brendan Shiller, LLC Law Office of 601 S California Ave Chicago, IL 60612	Item 2. Policy Period: (A) Inception Date: 12/02/2025 (B) Expiration Date: 12/02/2026 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>															
Item 3. Limits of Liability: (A) \$1,000,000 each <b>Claim</b> (B) \$1,000,000 Aggregate	Item 4. Deductible \$1,000 each <b>Claim</b>															
Item 5. Retroactive Date: 12/02/2025	Item 6. Premium: \$1,078.00															
Item 7. Notices to <b>Company</b> : <u>Notice of <b>Claim</b> To Be Sent To:</u> AIG Claims C/O OSS PO Box 25947 Shawnee Mission, KS 66225 AttysAdvClaims@aig.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Phone: 267-459-3233 Fax: 312.381.0875 AffinityLawyersAdmin@aon.com															
Item 8. Endorsements Effective at Inception:																
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">141781(01/22)</td> <td style="width: 20%;">118477(03/15)</td> <td style="width: 20%;">119914(10/16)</td> <td style="width: 20%;">141772(01/22)</td> <td style="width: 20%;">141787(01/22)</td> </tr> <tr> <td>141789(01/22)</td> <td>141799(01/22)</td> <td>141827(01/22)</td> <td>52142(07/13)</td> <td>89644(06/13)</td> </tr> <tr> <td>91222(09/16)</td> <td>96453(04/25)</td> <td></td> <td></td> <td></td> </tr> </table>		141781(01/22)	118477(03/15)	119914(10/16)	141772(01/22)	141787(01/22)	141789(01/22)	141799(01/22)	141827(01/22)	52142(07/13)	89644(06/13)	91222(09/16)	96453(04/25)			
141781(01/22)	118477(03/15)	119914(10/16)	141772(01/22)	141787(01/22)												
141789(01/22)	141799(01/22)	141827(01/22)	52142(07/13)	89644(06/13)												
91222(09/16)	96453(04/25)															

The **Company** has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the **Company**.



\_\_\_\_\_  
Authorized Representative

12/02/2025

\_\_\_\_\_  
Date

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input checked="" type="checkbox"/> Additional <input type="checkbox"/> Return Premium
06	12:01 a.m. on 01/05/2026	045811959-25	\$161.00

### DECLARATIONS PAGE AMENDMENT ENDORSEMENT

It is agreed that that the indicated items of the Declarations Page have been deleted in their entirety and replaced by the following:

**ITEM 3. Limits of Liability.**

2,000,000 Each Claim  
2,000,000 Aggregate

All other terms and conditions of the policy remain the same.



Authorized Representative

## ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

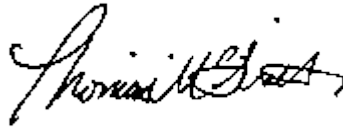


Don Bailey  
PRESIDENT



Tanya Kent  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurance Company, either below or on the Declarations page of the Policy.



Thomas McGrath  
AUTHORIZED COMPANY REPRESENTATIVE

Granite State Insurance Company  
The Insurance Company of the State of Pennsylvania  
Illinois National Insurance Co.  
New Hampshire Insurance Company  
American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, Pa.  
Commerce and Industry Insurance Company

# LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

National Union Fire Insurance Company of Pittsburgh, Pa.  
1271 Ave of the Americas FL 37  
New York, NY 10020-1304  
(A capital stock company, herein called the Company)

**THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.**

## Preface

Throughout this policy the terms "we", "us", and "our" refer to the company issuing this policy as stated in the Declarations, and the terms "**you**" and "**your**" refer to those persons or entities insured as further defined in this policy. The **named insured**, incorporated within the terms **you** and **your**, has special duties and responsibilities, which are described in the policy.

Various terms used in this policy have special definitions. Words in bold are defined in the Definitions section of this policy. Titles are provided for informational purposes only and do not have special meanings.

This policy is organized into the following sections:

### Preface

### Coverage

### Definitions

### Special Benefits

### Territory

### Exclusions Limits of Liability & Deductible

### Defense of Claims

### Claims

### Extended Reporting Periods

### Conditions

There are exclusions and conditions that apply to the coverage provided by this policy. Please read the entire policy carefully.

## I. Coverage

In consideration of the premium paid, **your** payment of the deductible, and in reliance upon the statements made by the **named insured** in the application and supplementary information provided by the **named insured**, and subject to the limits of liability and all other terms, conditions, and exclusions of this policy:

We agree to pay on **your** behalf all **damages**, in excess of the deductible and up to the limits of liability stated in the Declarations, that **you** become legally obligated to pay as a result of any **claim** first made against **you** during the **policy period** or any applicable **extended reporting period** alleging **you** or a person for whom **you** are legally liable committed a **wrongful act** to which this insurance applies, provided that:

1. such **wrongful act** or **related wrongful acts** were first committed on or after the retroactive date set forth in the Declarations, if any, but before the end of the **policy period**;
2. prior to the effective date of the first Lawyers Professional Liability Insurance Policy issued by us to the **named insured** and continuously renewed and maintained in effect to the inception of this **policy period**:
  - a. **you** did not give notice to a prior insurer of **claim** or a **related claim**;
  - b. **you** did not give notice to a prior insurer of the **wrongful act** giving rise to the **claim** or any **related wrongful act**; and
  - c. **you** had no reasonable basis to believe **you** had committed a **wrongful act**; and
3. such **claim** is reported to us in writing in accordance with the **Notice of Claim** provision of this policy. We will also pay **claim expenses** as set forth in the section entitled **Limits of Liability & Deductible**.
4. A **claim** is deemed made when such demand or service is first received by any of **you**.

## II. Definitions

Whether expressed in the singular or plural, whenever appearing in bold in this policy, the following terms shall have the meanings set forth below.

1. **Authenticate** means:
  - a. that the Insured verified the transfer instruction by telephone call made to the individual who purportedly sent the transfer instruction;
  - b. such telephone call is made to a number independently obtained from other than the transfer instruction; and
  - c. such individual verified the content of such transfer instruction as accurate.
2. **Bodily injury** means physical injury, sickness, disease or death of any person. **Bodily injury** shall also mean mental anguish, including emotional distress, shock or fright, whether or not resulting from physical injury, sickness, disease or death of any person.
3. **Claim** means a written demand received by **you**
  - a. for monetary or non-monetary relief, including the service of suit or institution of arbitration proceedings against **you** alleging a **wrongful act**; or
  - b. to toll or waive a statute of limitations with respect to a **wrongful act**.

4. **Claim expenses** means:

- a. reasonable and necessary fees charged by any lawyer designated by us;
- b. reasonable and necessary fees and expenses charged by any lawyer selected by **you** as independent counsel, if a conflict of interest exists and applicable law permits **you** to select such independent counsel and requires us to pay for such independent counsel;
- c. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, if incurred by us;
- d. all costs allocated to **you** in suits or proceedings and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before we have paid or tendered or deposited the amount of such judgment, whether in court or otherwise, but only as respects that part of the judgment which does not exceed the limit of our liability thereof; and
- e. premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. We shall have no obligation to pay for or furnish any bond.

However, **claim expenses** does not include salary charges of our regular employees or officials. **Claim expenses** does not include **your** salaries, fees, costs or expenses.

5. **Computer systems** means computers and associated input and output devices, data storage devices, networking equipment, and back-up facilities operated by and either owned by or leased to the **named insured**; or operated for the benefit of the **named insured** by a third party service provider and used for the purpose of providing hosted application services to the **named insured**; or for processing, maintaining, or storing electronic data, pursuant to written contract with the **named insured**.

6. **Confidential business information** means, with respect to a third-party entity, any information that comes into the **named insured's** care, custody or control in the course of performing **professional legal services**:

- a. that is subject to any form of confidentiality agreement or confidentiality provision in a contract or agreement between the **organization** and the **named insured**; or
- b. which the **named insured** is legally required to maintain in confidence.

However, **confidential business information** does not include any publicly available information that is lawfully in the public domain or information available to the general public from government records, nor does it include **protected personal information**.

7. **Damages** means a monetary judgment or settlement. **Damages** does not include:

- a. fines or statutory penalties, or sanctions whether imposed by law or otherwise, including, but not limited to, awards under Rule 11 of the Federal Rules of Civil Procedure or 28 U.S.C. §1927, and/or any amounts that are a consequence of such fines penalties or sanctions;
- b. the return of or restitution of legal fees, costs and expenses;
- c. punitive or exemplary damages, or the multiplied portion of multiplied damages;
- d. amounts for which **you** are not financially liable, or which are without legal recourse to **you**;
- e. the cost of re-performing or completing any **professional legal services**;
- f. the cost of compliance with an injunction or any other non-monetary relief; or
- g. any amounts which may be deemed uninsurable under applicable law.

8. **Disciplinary proceeding** means a formal investigation or proceeding regarding **your** adherence to professional standards of conduct in the performance of **professional legal services** before a court, state licensing board, peer review committee, bar association, or other regulatory body.
9. **Extended reporting period** means the designated period of time after the cancellation or non-renewal of the **policy period** for reporting **claims** to us that are made against **you** during such period of time, provided that such **claims** arise out of **wrongful acts** that first take place on or after the retroactive date and before the end of the **policy period**.
10. **Named insured** means any person or entity designated in the Declarations, including the **predecessors** of any such person or entity.
11. **Organization** means a corporation, partnership, association, trust or fund (including a pension, welfare, profit sharing, mutual or investment fund or trust), or any other business enterprise or charitable organization of any kind or nature. **Organization** does not include any entity insured under this policy.
12. **Personal injury** means
- a. false arrest, humiliation, detention or imprisonment, wrongful entry, eviction or other invasion of private occupancy, abusive litigation (criminal or civil), abuse of process, or malicious prosecution;
  - b. a publication or utterance of a libel or slander or other defamatory or disparaging material; or
  - c. a publication or utterance in violation of an individual's right of privacy.
13. **Policy period** means the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any.
14. **Predecessor** means an entity that, prior to the effective date of this policy, is dissolved or inactive and is no longer performing **professional legal services**, and:
- a. more than fifty percent (50%) of such entity's assets have been assigned or transferred to the **named insured**; or
  - b. at least fifty percent (50%) of the principals, owners, officers, or partners of such entity have joined the **named insured**.
15. **Privacy breach** means the actual or alleged unauthorized release of, or disclosure, theft or other misappropriation of **confidential business information** or **protected personal information** in the **named insured's** written files or **computer systems** which release, disclosure, theft or other misappropriation occurs in the course of rendering **professional legal services**.
16. **Privacy breach response expenses** are those reasonable and necessary expenses incurred by **you** to:
- a. hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or
  - b. provide notifications or credit monitoring services to individuals in compliance with state or local privacy laws when the security, confidentiality or integrity of their personal information has been compromised.
17. **Privacy Regulation** means any state or federal identity theft and privacy protection legislation that requires commercial entities that collect, process, or store personal information to post privacy policies, adopt specific privacy controls, or notify natural persons and/or **organizations** in the event that such personal information has been compromised or potentially compromised.

**18. Professional legal services** means legal services performed for others as:

- a. a lawyer;
- b. a notary public;
- c. an arbitrator;
- d. a mediator;
- e. a title insurance agent;
- f. a designated issuing lawyer to a title insurance company;
- g. a court-appointed fiduciary;
- h. a member of a bar association, ethics, peer review, formal accreditation or licensing, or similar professional board or committee;
- i. an author, strictly in the publication or presentation of legal research papers or similar legal materials and only if the fees generated from such work are not greater than ten thousand dollars (\$10,000); or
- j. an administrator, conservator, receiver, executor, trustee, guardian, or any similar fiduciary capacity.

Services performed by **you** in a lawyer-client relationship on behalf of one or more clients shall be deemed for the purpose of this section to be **professional legal services** in **your** capacity as a lawyer, although such services could be performed wholly or in part by nonlawyers.

**19. Property damage** means physical injury to or destruction of any tangible property or loss of use therefrom. Tangible property does not include currency and negotiable instruments.

**20. Protected personal information** means personal information about an individual that is not available to the general public and from which such individual can be uniquely identified, which information comes into **your** care, custody or control in the course of performing **professional legal services** and which information is the subject of any **privacy regulation**.

**21. Related claims** means all **claims** arising out of a single **wrongful act** or arising out of **related wrongful acts**.

**22. Related wrongful acts** means all **wrongful acts** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

**23. Totally and permanently disabled** means that **you** have become so disabled as to be wholly prevented from performing **professional legal services**, provided that such disability:

- a. has existed continuously for more than six (6) months; and
- b. is expected to be continuous and permanent;

as determined and documented by **your** licensed treating physician. However, **totally and permanently disabled** shall not mean any condition which occurred:

- a. as a result of war or acts of war, whether or not declared; or
- b. during active service in the armed forces of any country.

**24. Wrongful act** means any act, error, omission or **personal injury** committed in the performance of **professional legal services**.

**25. "You"** means the **named insured** and the persons or entities described below:

- a. any lawyer, partnership, limited liability partnership, professional corporation or professional association, limited liability company or limited liability partnership who:
  - i. as of the inception date of the policy, is a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured**;
  - ii. after the inception date of the policy and prior to its termination, becomes a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured**;
  - iii. was previously affiliated with the **named insured** as a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured**;
  - iv. is acting as "of counsel" to the **named insured**; or
  - v. is acting as an independent contractor or on a per diem basis to the **named insured**;

but only for **professional legal services** performed on behalf of the **named insured** during the time of such affiliation. Those of **you** who qualify for and elect a non-practicing **extended reporting period** shall be considered within the definition of **you** only as an individual, as set forth above; and

- b. each nonlawyer employee who was, is, or becomes an employee of the **named insured**, but only while acting within the scope of employment on behalf of the **named insured** at the time of such employment.

### **III. Special Benefits**

#### **1. Claim Expenses.**

- a. The first two thousand five hundred dollars (\$2,500) of **claim expenses** incurred by us for each **claim** shall not be subject to the deductible and shall erode the limits of liability.
- b. If the "each **claim**" limit of liability stated in the Declarations is less than five hundred thousand dollars (\$500,000), the first one hundred thousand dollars (\$100,000) of **claim expenses** paid in excess of the amount set forth in Subparagraph a. above is subject to the deductible and is in addition to, and shall not erode, the limits of liability.
- c. If the "each **claim**" limit of liability stated in the Declarations is at least five hundred thousand dollars (\$500,000) but is less than two million dollars (\$2,000,000), the first two hundred fifty thousand dollars (\$250,000) of **claim expenses** paid in excess of the amount set forth in Subparagraph a. above is subject to the deductible and is in addition to, and shall not erode, the limits of liability.
- d. If the "each **claim**" limit of liability stated in the Declarations is two million dollars (\$2,000,000) or more, the first five hundred thousand dollars (\$500,000) of **claim expenses** paid in excess of the amount set forth in Subparagraph a. above is subject to the deductible and is in addition to, and shall not erode, the limits of liability.

- e. The **claim expense** amounts described in Subparagraphs b., c., and d. above are aggregate amounts that apply regardless of the number of **claims**. Upon exhaustion of such aggregate amounts by the payment of **claim expenses** additional amounts for **claim expenses** shall erode the "each **claim**" and aggregate limits as set forth in the section entitled Limits of Liability & Deductible.

## 2. Disciplinary Proceeding Defense Cost Reimbursement.

If a **disciplinary proceeding** is brought against **you** during the **policy period**, we will reimburse reasonable attorney's fees and expenses **you** pay a third party for legal advice and representation to **you** in such matters, as well as reasonable costs, expenses and fees **you** incur to respond to or prepare **your** defense. Our determination as to the reasonableness of such fees, costs and expenses will be conclusive. We will not pay fines, penalties, sanctions, or any other amounts awarded against **you** in any **disciplinary proceeding**.

**You** must provide written notice to us as soon as practicable after receipt of the notice of **disciplinary proceeding** at our address stated in the Declarations, but no later than sixty (60) days after the expiration of the **policy period**. No **extended reporting period** shall be available as respects coverage for **disciplinary proceedings**.

The most we will reimburse **you** for any one **disciplinary proceeding** is twenty-five thousand dollars (\$25,000). The most we will reimburse during the **policy period**, if applicable, for all **disciplinary proceedings** is one hundred thousand dollars (\$100,000) in the aggregate. Any reimbursement made pursuant to this provision shall not be subject to a deductible and shall be in addition to the limits of liability set forth in the Declarations.

Notwithstanding the foregoing, this provision shall not apply to any **disciplinary proceeding** arising out of a **wrongful act** occurring prior to the **policy period** if, prior to the inception date of the first Lawyers Professional Liability Insurance Policy issued by us to the **named insured** and continuously renewed and maintained in effect to the inception of this **policy period**, **you**:

- a. gave notice to any prior insurer of the **wrongful act**; or
- b. if **you** had a reasonable basis:
  - i. to believe that **you** had committed a **wrongful act**, breached a professional duty, violated a disciplinary rule or engaged in professional misconduct; or
  - ii. to foresee that a **disciplinary proceeding** would be made against **you**.

## 3. Loss of Earnings.

If we request in writing that **you** attend a trial, hearing, or arbitration proceeding in the course of defending, investigating or settling a **claim**, we will pay **you** up to one thousand dollars (\$1,000) per day for **your** loss of earnings for each such day or part thereof **you** attend. The most we will pay under this provision is ten thousand dollars (\$10,000) for each **claim**, regardless of how many days of attendance are requested or how many of **you** attend such proceedings, and fifty thousand dollars (\$50,000) in the aggregate for all **claims** made during the **policy period** or **extended reporting period**, if applicable. Any payment made pursuant to this provision shall not be subject to a deductible and shall be in addition to the limits of liability set forth in the Declarations.

## 4. Reduced Deductible for Arbitrated or Mediated Claims.

We have the right to submit a **claim** to binding arbitration or mediation; however, no **claim** shall be submitted to arbitration or mediation without **your** prior written consent. If **you** consent to submit a **claim** made against **you** to binding arbitration or mediation upon our request and agree with the terms and conditions we specify as respects such arbitration or mediation, we will reduce the deductible stated in the Declarations by fifty percent (50%). However, in the case of mediation, the maximum dollar amount by which the deductible will be reduced under this special benefit is two thousand five hundred dollars (\$2,500).

## 5. Subpoena Assistance.

In the event **you** receive a subpoena during the **policy period** for the production of documents or to compel testimony, we will, upon **your** request, have the right and obligation to select counsel to provide legal advice and representation to **you** with respect to the subpoena. We shall pay such counsel's reasonable attorney's fees and expenses, excluding any disbursements; provided that the subpoena:

- a. is not received in connection with a **claim** otherwise covered under this policy; and
- b. is not in connection with a lawsuit for which **you** have been engaged to provide advice or testimony.

No **extended reporting period** shall be available as respects coverage for subpoena assistance.

The maximum aggregate amount payable for all such legal fees covered under this special benefit, regardless of the number of subpoenas or how many of **you** receive subpoenas, shall be twenty-five thousand dollars (\$25,000) in the aggregate. Such fees incurred under this additional coverage provision shall not be subject to a deductible and shall be in addition to the limits of liability set forth in the Declarations.

Any notice **you** give to us of such subpoena shall be deemed notification of a potential **claim** under the Discovery Clause of this policy.

## 6. Privacy Breach Response Expenses.

We will reimburse the **named insured** up to twenty-five thousand dollars (\$25,000) for **privacy breach response expenses** incurred in connection with a **privacy breach** provided that such **privacy breach** first occurred during the **policy period** and is reported to us in accordance with the section entitled Notice of Claims. The maximum amount we will pay for such **privacy breach response expenses** is twenty-five thousand dollars (\$25,000) per **privacy breach** and twenty-five thousand dollars (\$25,000) for all **privacy breaches** in the aggregate per **policy period** regardless of the number of **privacy breaches**.

For the purposes of the coverage provided by this policy, any reference in the Notice of Claims provision to **claims** shall be deemed to include **privacy breaches**.

## 7. Social Engineering Claims.

We agree to pay on **your** behalf **damages** and **claim expenses** up to twenty-five thousand dollars (\$25,000) that **you** become legally obligated to pay as a result of any social engineering **claim** first made against **you** during the **policy period**, provided that:

- a. **you** or the person for whom **you** are legally liable acted in good faith reliance upon a transfer instruction that purported to be a legitimate transfer instruction;
- b. **you** or the person for whom **you** are legally liable attempted to **authenticate** such transfer instruction prior to transferring any money or securities;
- c. such transfer instruction was, in fact, fraudulent;
- d. the social engineering **wrongful act** was first committed on or after the retroactive date set forth in the Declarations, if any, but before the end of the **policy period**;
- e. prior to the effective date of the first Lawyers Professional Liability Insurance Policy issued by us to the **named insured** and continuously renewed and maintained in effect to the inception of this **policy period**:

- i. **you** did not give notice to a prior insurer of a **related claim**;
  - ii. **you** did not give notice to a prior insurer of the **wrongful act** giving rise to the **claim** or any related **wrongful act**; and
  - iii. **you** had no reasonable basis to believe **you** had committed a social engineering **wrongful act**; and
- f. such **claim** is reported to us in writing in accordance with the Notice of Claim provision of this policy.

The maximum amount we will pay for such social engineering **claim** is twenty-five thousand dollars (\$25,000) per social engineering **claim** and twenty-five thousand dollars (\$25,000) for all social engineering **claims** in the aggregate per **policy period** regardless of the number of social engineering **claims**.

Notwithstanding anything to the contrary in the section entitled **Extended Reporting Periods**, no **extended reporting period** shall be available with respect to any social engineering **claims**.

**Damages** and **claim expenses** incurred under this special benefit will not be subject to a deductible and will be in addition to the limits of liability set forth in the Declarations.

#### **IV. Territory**

The insurance afforded applies to **Wrongful Acts** occurring worldwide, to the extent permissible by law.

#### **V. Exclusions**

This policy does not apply:

##### **1. Bodily Injury and Property Damage.**

To any **claim** based upon or arising out of **bodily injury** or **property damage** unless such **bodily injury** or **property damage** would not have otherwise occurred directly or indirectly but for **your** performance of **professional legal services**, and no other cause or circumstance contributed to the loss, including but not limited to the negligence of a third party, and if:

- a. such **bodily injury** or **property damage** takes place on premises occupied by the **named insured**;
- b. such **bodily injury** does not happen to **you** and such **property damage** does not occur to any property owned by **you**;
- c. the liability for such **claim** does not arise directly or indirectly out of any obligation under any workers' compensation, disability benefits or unemployment compensation law or any similar law;
- d. such **bodily injury** or **property damage** does not arise out of actual, alleged or threatened pollution; and
- e. the liability for such **claim** does not arise directly or indirectly out of the use, ownership, and/or maintenance of owned, non-owned, hired, rented, or loaned automobiles, trucks, aircraft or watercraft by **you**.

However, this exclusion does not apply to mental anguish, including emotional distress, shock or fright caused by **personal injury**.

## **2. Certain Services and Capacities.**

To any **claim** against **you** in **your** capacity as:

- a. an officer, director, partner, manager, operator, or employee of an **organization** other than that of the **named insured**;
- b. a public official, or an employee of a governmental body, subdivision, or agency; or
- c. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments thereto, or similar federal, state, local or common law, or any regulation or order issued pursuant thereto, except if **you** are deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

## **3. Equity Interests.**

If a person insured under this policy owns alone or together with his or her spouse or Domestic Partner, ten percent (10%) or more of the issued and outstanding shares, units or other portions of the capital of an **organization**, and that person simultaneously provides **professional legal services** with respect to such an **organization**, this policy will provide no coverage to that person for any **claims** based upon or arising out of such **professional legal services**.

If the collective equity interest of:

- a. all persons and entities insured under this policy;
- b. spouses of persons insured under this policy; and
- b. the **named insured**

is thirty-five percent (35%) or more of the issued and outstanding shares, units or other portions of the capital of an **organization**, and any person insured simultaneously provides **professional legal services** with respect to such an **organization**, this policy will provide no coverage to any person insured or to the **named insured** for any **claims** that result therefrom.

## **4. Fraudulent, Criminal, Malicious, Deliberately Wrongful Acts or Omissions.**

To any **claim** based upon or arising out of any dishonest, fraudulent, criminal, malicious or deliberately **wrongful acts** or omissions committed by **you**.

This exclusion shall not apply to a **claim** until and unless such conduct is evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by **you**.

This exclusion does not apply to those of **you** who did not personally commit, personally participate in committing, or remain passive after learning about one or more of the acts or omissions described in this exclusion. However, our obligation to provide coverage in any such case shall be excess of the deductible and excess of the full extent of any assets in the **named insured**, or monetary value attributed to such assets, of anyone to whom this exclusion applies.

This exclusion shall not apply to **claims** alleging **personal injury**.

## **5. Insured versus Insured.**

To any **claim** made by one or more insured against another insured unless an attorney/client relationship exists between such insureds.

For the purpose of this exclusion, the term "insured" shall mean "**you**."

## **6. Status as Beneficiary or Distributee.**

To any **claim** made against **you** in **your** capacity as a beneficiary or distributee of any trust or estate.

## 7. Conversion, Misappropriation, or Commingling.

To any **claim** based upon or arising out of the intentional or unintentional conversion, misappropriation, or improper commingling of any client funds or property or trust account funds or property, or funds or property of any other person held or controlled by any of **you** in any capacity or under any authority. including loss or reduction in value of such funds or property.

## 8. Office Sharing.

To **claims** arising out of **professional legal services** performed by a lawyer with whom **you** shared common office space or common office facilities and who is not an insured under this policy, unless such lawyer qualifies under the definition of **You**.

## VI. Limits of Liability & Deductible

1. **Claim Expenses.** **Claim expenses** paid under this policy shall reduce this policy's limits of liability and are subject to the policy's deductible. However, subject to specific conditions and limitations, some **claim expenses** shall not be subject to the limits of liability nor to the deductible as fully described in the Special Benefits section of the policy.
2. **Limits of Liability — Each Claim.** The most we will pay for **damages** and **claim expenses** for each **claim**, in excess of the deductible, is specified as "each **claim**" in the limits of liability section of the Declarations and is subject to the amount specified as "aggregate" in the limits of liability section of the Declarations.
3. **Limits of Liability — Aggregate.** The most we will pay for **damages** and **claim expenses** for all **claims** is specified as "aggregate" in the limits of liability section of the Declarations.
4. **Deductible.** The deductible stated in the Declarations is the total amount of **your** liability for each **claim** and applies to the payment of **damages** and **claim expenses**, except as otherwise permitted in the **Special Benefits** section of this policy. The limits of liability are in addition to and in excess of the deductible. The deductible shall be paid by the **named insured**, or upon the **named insured's** failure to pay, jointly and severally by all of **you**.
5. **Multiple Policies Issued by Us Covering the Same Claim.** If two (2) or more policies of Lawyers Professional Liability Insurance issued by us covering **you** apply to the same **claim** or **claims** for which **you** are jointly and severally liable, we shall not be liable under this policy for a greater proportion of such **damages** than **our** liability under this policy bears to our total liability under all applicable valid and collectible insurance issued by us, provided that we shall not pay on **your** behalf any sum that exceeds the limit of liability of that policy issued by us that has the highest applicable limits of liability. In such circumstances, **you** will not be responsible under this policy for a greater proportion of the deductible than **your** responsibility under this policy bears to **your** total responsibility for all applicable deductibles, provided that **you** will not be responsible for any amount that exceeds the deductible of that policy issued by us that has the highest applicable deductible.
6. **Multiple Insureds, Claimants and Related Claims.**
  - a. **Multiple Insureds, Claimants.** Neither the making of a **claim** against more than one of **you**, nor the making of **claims** by more than one person or entity shall operate to increase our limits of liability.
  - b. **Related Claims.** All **related claims**, whenever made, shall be considered first made during the **policy period** or any applicable **extended reporting period** in which the earliest **claim** arising out of such **wrongful acts** was first made and reported to us. Further, all **related claims** shall be treated as a single **claim** and shall be subject to a single "each **claim**" limit of liability.

## **VII. Defense of Claims**

We have the right and duty to defend any **claim** against **you**, including the appeal thereof, seeking **damages** to which this insurance applies even if any of the allegations of such **claim** are groundless, false, or fraudulent. However, we will have no duty to defend **you** against any **claim** to which this insurance does not apply.

We have the right to appoint counsel on **your** behalf to defend, investigate, and, with **your** written consent, settle such **claim** covered by the terms of this policy. If we recommend a settlement of a **claim** which is acceptable to the claimant, and **you** refuse to consent to such settlement, then our obligation to pay **damages** and **claim expenses** on account of such **claim**, shall not exceed the sum of:

1. the amount for which we could have settled such **claim**, plus **claim expenses** incurred up to the date of **your** refusal to consent to such settlement; and
2. fifty percent (50%) of **damages** and **claim expenses** incurred in connection with such **claim** in excess of the amount referenced in paragraph 1. above. All remaining **damages** and **claim expenses** shall be borne by **you** uninsured and at **your** own risk.

However, in no event shall our liability exceed the applicable limits of liability.

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of liability has been exhausted by payment of **damages** and/or **claim expenses**, or after we have deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, we shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such investigation or defense to **you**.

## **VIII. Claims**

1. **Notice of Claims.** **You** must give us written notice of any **claims** made against **you** as soon as practicable but not later than sixty (60) days after expiration of the **policy period** or any applicable **extended reporting period**. In the event suit is brought against **you**, **you** must immediately forward to us every demand, notice, summons, complaint or other process received directly or by **your** representatives. Written notice of any **claim** against **you**, as well as of each demand on or action against us, must be delivered to us at the address stated on the Declarations.

All notices to us must be in writing. Notice given by or on behalf of **you** to our agent shall be considered notice to us.

2. **Discovery Clause.** Should **you** first become aware during the **policy period** of a **wrongful act** for which coverage is otherwise provided hereunder, and should **you** give written notice to us of:
  - a. the specific **wrongful act**;
  - b. the injury or damage which has resulted or may result from such **wrongful act**; and
  - c. the circumstances by which **you** first became aware of such **wrongful act**,

then any **claim** that may subsequently be made against **you** arising out of such **wrongful act** shall be deemed for the purposes of this insurance to have been made during the **policy period** in which such notice was given to us.

3. **Assistance and Cooperation.** You must cooperate with us in the investigation, defense and settlement of **claims** or related matters, including:

- a. submitting to examination and interrogation by our representative at our request, under oath if required;
- b. attending hearings, depositions and trials, securing and giving evidence, obtaining the attendance of witnesses, and effecting settlement; and
- c. giving of written statements to our representatives, including investigating and coverage counsel, and meeting with such representatives for the purpose of investigation, including the investigation of coverage issues or defense;

all without charge to us unless otherwise permitted in the section entitled Special Benefits. You must further cooperate with us and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that you may have. You must not, except at your own cost, make any payment, admit any liability, settle any **claims**, assume any obligation or incur any expense without our prior written consent.

4. **False or Fraudulent Claims.** If you commit fraud in submitting any **claim** under this policy as regards amount or otherwise, the insurance provided under this policy shall become void as to you from the date such fraudulent **claim** is submitted.

#### IX. Extended Reporting Periods

This section of the policy sets forth the **extended reporting periods** that may be available to you under this policy. No **extended reporting period** shall be construed to be a new policy and any **claim** submitted during an **extended reporting period** shall be subject to the policy's terms and conditions except as specifically set forth below. All **claims** made during an **extended reporting period** must be reported in accordance with the provision entitled **Notice of Claims**.

1. **Automatic Extended Reporting Period.** If the **named insured** cancels or does not renew this policy or we do not renew this policy, we will provide the **named insured** with an automatic, non-cancelable sixty (60) day **extended reporting period**. This automatic **extended reporting period** terminates sixty (60) day after the end of the **policy period**. The limits of liability applicable to **claims** made during the automatic **extended reporting period** shall be part of and not in addition to the limits of liability set forth on the Declarations.

No automatic **extended reporting period** shall be available if we cancel this policy for non-payment of premium or if the **named insured** obtains another lawyers professional liability that applies to such **claim** within sixty (60) days immediately following the end of the **policy period**.

2. **Optional Extended Reporting Period.**

- a. **Eligibility.** If the **named insured** cancels or does not renew this policy, or we do not renew this policy, the **named insured** shall have the option to purchase an **extended reporting period** for the time periods set forth below, provided the **named insured** notifies us, within sixty (60) days following such termination, of its desire for an optional **extended reporting period** and provided further that the **named insured** promptly pays when due any amounts owed to us. Such **extended reporting period** will incept after the termination of the automatic **extended reporting period**. If the required notice is not timely given to us, the right to elect an optional **extended reporting period** is waived. The optional **extended reporting period**, if purchased, shall be endorsed hereto. No optional **extended reporting period** shall be available if we cancel this policy for non-payment of premium.

- b. **Available Options. Extended reporting period** options are listed below with an additional premium set forth opposite each option. The additional premiums stated are a percentage of the full annual premium of this policy. The additional premium shall be adjusted for any return premium owed because of cancellation or any premium owed us for this policy.

<u>Option</u>	<u>Additional Premium</u>
1 year	100%
2 years	135%
3 years	150%
5 years	185%
Unlimited	225%

The optional **extended reporting period** begins at the end of the automatic **extended reporting period**, if available, or upon expiration of the **policy period** whichever is earlier. At the commencement of the optional **extended reporting period**, the entire premium therefor shall be deemed earned. The optional **extended reporting period** shall not be cancelable.

- c. **Optional Extended Reporting Period Limits of Liability.** If the **named insured** purchases an optional **extended reporting period**, then our limit of liability for **claims** made during the optional **extended reporting period** shall be reinstated to an amount equal to the limit of liability set forth in the Declarations for this policy. For **claims** made during the **extended reporting period**, the applicable deductible set forth on the Declarations continues to apply.

### 3. **Non-practicing Extended Reporting Period.**

- a. **Limitation.** For those of **you** who do not qualify for an unlimited non-practicing **extended reporting period** at no additional charge, the non-practicing **extended reporting period** as set forth herein shall not begin until after expiration of this **policy period**, any renewal of this policy in a series of successive renewals, or any optional **extended reporting period**.

b. **Eligibility**

i. **Death and Disability**

Those of **you** who are affiliated with the **named insured** as a lawyer (other than "of counsel", independent contractor or per diem lawyers) who during the **policy period** die or become **totally and permanently disabled** will be automatically provided with an **extended reporting period** for an unlimited period of time at no additional premium.

ii. **Retirement**

Those of **you** (other than independent contractor or per diem lawyers) who, during the **policy period**, retire, or otherwise cease the private practice of law, have the option to purchase an **extended reporting period** as set forth below. The additional premiums, set forth below, are a percentage of the full annual premium of this policy. Each of **you** electing this **extended reporting period** must pay **your** prorated percentage of the full indicated percentage.

<u>Option</u>	<u>Additional Premium</u>
1 year	100%
2 years	135%
3 years	150%
5 years	185%
Unlimited	225%

However, if **you** (other than independent contractor or per diem lawyers):

- (a) retire or otherwise cease the private practice of law during the **policy period** and have been insured under a Lawyers Professional Liability Policy in the Aon Attorney's Advantage program, whether insured by us or the immediate prior insurer, continuously for the last three, full years; or
- (b) retire or otherwise cease the private practice of law during the **policy period** and have been insured under a Lawyers Professional Liability Policy in the Aon Attorney's Advantage program, whether insured by us or the immediate prior insurer, continuously for one full year plus the previous three full years under a Lawyers Professional Liability Policy with a single prior insurance company

then **you** (other than independent contractor or per diem lawyers) will be provided with an **extended reporting period** for an unlimited period of time at no additional charge. Upon election of a non-practicing **extended reporting period**, the entire premium therefor shall be deemed fully earned. The non-practicing **extended reporting period** shall not be cancelable.

- iii. **Your** right to a non-practicing **extended reporting period** must be exercised by notice in writing not later than sixty (60) days after the date **you** die, become **totally and permanently disabled**, retire or otherwise cease the private practice of law. Such notice must indicate the total extension period desired, if applicable, and must include payment of any amounts due us, if any, for such non-practicing **extended reporting period**. The non-practicing **extended reporting period** shall be endorsed hereto.

If such notice is not timely given to us, **you** will be deemed to have waived the right to a non-practicing **extended reporting period**.

- c. **Non-practicing Extended Reporting Period Limits of Liability.** For those lawyers who are eligible for an unlimited non-practicing **extended reporting period** at no additional charge, the limits of liability available for each **claim** and all **claims** in the aggregate are part of and not in addition to the limits of liability on the Declarations for the policy in effect when they became eligible, regardless of the number of **you** who are eligible for such **extended reporting period** or who are insured under this policy.

With respect to those lawyers who retire or otherwise leave the private practice of law and who elect a non-practicing **extended reporting period**, for which payment is required, our limits of liability for **claims** made during any non-practicing **extended reporting period** shall be equal to the limits of liability set forth in the Declarations for this policy and shall apply separately to each of **you** who make such election.

The deductible and deductible provisions of this policy will be waived with respect to **claims** first made against **you** during the non-practicing **extended reporting period**.

## **X. Conditions**

- 1. Firm Changes.** The **named insured** must give us written notice if the total number of lawyers of the **named insured** increases by more than fifty percent (50%) during the **policy period**. If the total number of lawyers is below six (6) lawyers as of the effective date of this policy, the **named insured** must give us written notice if the total number of lawyers of the **named insured** increases by more than one hundred percent (100%) during the **policy period**. In the event of a merger, dissolution or acquisition, the **named insured** must use best efforts to notify us at least thirty (30) days prior to the projected date of such change, but in no case shall the **named insured** provide us with less than five (5) days' notice. In each case, we will have the right to accept, alter or decline coverage for the new lawyers and to charge an additional premium.
- 2. Subrogation.** In the event of any payment under this policy, we shall be subrogated to all **your** rights of recovery therefor against any person or entity, provided, however, we shall not exercise any rights of subrogation against any of **you** who did not commit the dishonest, fraudulent, malicious or deliberately **wrongful act** or omission for which such payment is made. **You** must execute and deliver instruments and papers and do whatever else is necessary to secure such rights and **you** must do nothing to prejudice such rights.

Any amount recovered upon the exercise of such rights of subrogation shall be applied as follows: first, to the repayment of expenses incurred toward subrogation; second, to **damages** or **claim expenses** paid by **you** in excess of the limits of liability; third, to **damages** or **claim expenses** paid by us; fourth, to **damages** or **claim expenses** paid by **you** in excess of the deductible; and last, to repayment of the deductible.

- 3. Action Against Us.** No action shall lie against us unless, as a condition precedent thereto, **you** shall have fully complied with all the terms of this policy, nor until the amount of our obligation to pay shall have been fully and finally determined either by judgment against **you** or by written agreement of **you**, the claimant and us. In the event any person or entity or the legal representative thereof has secured a judgment against **you** and such judgment remains unsatisfied after the expiration of thirty (30) days from the service of notice of entry of the judgment upon **your** lawyer or upon **you**, and upon us, then an action may, except during a stay or limited stay of execution against **you** on such judgment, be maintained against us under this policy for the amount of such judgment to the extent of the insurance afforded by this policy.

Nothing contained in this policy shall give any person or entity the right to join us as a co-defendant in any action against **you** to determine **your** liability.

- 4. Application.** By acceptance of this policy, **you** agree that the statements in the application are personal representations to us for the purpose of securing this insurance policy, that they shall be deemed material, and that this policy is issued by us in reliance upon such representations. **You** further agree that this policy embodies all agreements existing between **you** and us, or any of our agents, relating to this insurance.
- 5. Other Insurance.** This insurance shall apply in excess of any other valid and collectible insurance available to any of **you**, unless such other insurance is written only as specific excess insurance over the limits of liability of this policy.

6. **Changes.** Notice to any agent or knowledge possessed by any agent or other person acting on behalf of us shall not effect a waiver or a change in any part of this policy or estop us from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by written endorsement issued to form a part of this policy.
7. **Assignment.** Assignment of interest under this policy shall not bind us unless our consent is endorsed in writing hereon.
8. **Legal Representatives, Spouses and Domestic Partners.** The legal representatives, estate, heirs, spouse and any domestic partner of any of **you** who are natural persons shall be considered to be within the definition of **you** under this policy, provided, however, that coverage is afforded to such legal representatives, estate, heirs, spouse and domestic partner only for a **claim** arising solely out of their status as such and, with respect to a spouse or domestic partner, where such **claim** seeks amounts from marital community, jointly held property or property transferred from such insured to such spouse or domestic partner. No coverage is provided for any act, error or omission committed by any legal representative, estate, heir, spouse or domestic partner.
9. **Cancellation and Nonrenewal.** The following cancellation and nonrenewal procedures apply to this policy:

#### **Cancellation**

- a. This policy may be cancelled by the **named insured** by surrender thereof to us or by mailing to us written notice stating when thereafter such cancellation shall be effective.
- b. We may only cancel this policy in the event of nonpayment of premium. If we cancel the policy, we will give the **named insured** written notice of cancellation at least twenty (20) days before the effective time of cancellation. Notice of cancellation shall state the effective time of cancellation. The **Policy Period** shall end at that time.

If any controlling law requires a longer period of notice by the Company, the Company shall give such longer notice.

- c. All notices of cancellation by us shall be mailed to the **named insured** at the last mailing address known by us and shall state that the reason for the cancellation is non-payment of premium. A copy of all such notices shall be sent to **your** broker, if known. We shall maintain proof of mailing of such notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office. The mailing of notice as aforesaid shall be sufficient proof of notice.
- d. The **named insured** is authorized to act on behalf of all of **you** with respect to the giving and receiving of notice of cancellation and to the receiving of any return premium that may become payable under this policy.
- e. If the **named insured** cancels, earned premium shall be computed in accordance with the short rate table and procedure in use for this policy. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

#### **Nonrenewal**

If we decide not to renew this policy, we shall mail written notice to the **named insured** of our intention not to renew at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration date of the policy. All notices of nonrenewal shall be mailed to the **named insured** at the last mailing address known by us and shall state that the reasons for the nonrenewal. A copy of all such notices shall be sent to **your** broker, if known. We shall maintain proof of mailing of such notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office. The mailing of notice as aforesaid shall be sufficient proof of notice.

- 10. Named Insured Sole Agent.** The **named insured** shall be **your** sole agent for the purpose of exercising or waiving any right under this policy; effecting or accepting any notices hereunder; accepting or requesting any amendments to or cancellation of this policy; consenting to settlement of **claims**; for completing applications and making statements, representations and warranties to us; and for the payment of any premium or receipt of any return premium that may become due under this policy.
- 11. Liberalization Clause.** If, during the **policy period**, we adopt any standard revision to this policy form that would broaden the coverage applicable to **you** under this policy without additional premium, the broadened coverage will immediately apply to **your** policy, except, however, the broadened coverage shall not apply to **claims** first made prior to the effective date of such adoption.
- 12. Bankruptcy.** **Your** bankruptcy or insolvency will not relieve us of our obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations by our duly authorized representative.

## **POLICYHOLDER NOTICE**

### **Taxes, Assessments and/or Surcharges**

The taxes, assessments and/or surcharges shown on the declarations page or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
2	12:01 a.m. on 12/02/2025	045811959-25	

**RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION  
IN VIOLATION OF LAW EXCLUSION ENDORSEMENT**

The following exclusion is added to the Policy:

**Recording And Distribution Of Material Or Information In Violation Of Law**

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of the policy remain the same.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
3	12:01 a.m. on 12/02/2025	045811959-25	

**EACH CLAIM DEDUCTIBLE (DAMAGES ONLY)  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

It is agreed that:

1. The section entitled **Special Benefits**, sub-section 1. **Claim Expenses**. is deleted in its entirety and replaced by the following:
  1. **Claim Expenses**.
    - a. If the "each **claim**" limit of liability stated in the Declarations is less than five hundred thousand dollars (\$500,000), the first one hundred thousand dollars (\$100,000) of **claim expenses** for each such **claim** is in addition to, and shall not erode, the limits of liability.
    - b. If the "each **claim**" limit of liability stated in the Declarations is at least five hundred thousand dollars (\$500,000) but is less than two million dollars (\$2,000,000), the first two hundred fifty thousand dollars (\$250,000) of **claim expenses** for each such **claim** is in addition to, and shall not erode, the limits of liability.
    - c. If the "each **claim**" limit of liability stated in the Declarations is two million dollars (\$2,000,000) or more, the first five hundred thousand dollars (\$500,000) of **claim expenses** for each such **claim** is in addition to, and shall not erode, the limits of liability.
2. The section entitled **Limits of Liability & Deductible**, sub-sections 1. and 4. are deleted in their entirety and replaced by the following:
  1. **Claim Expenses**. **Claim expenses** paid under this policy shall reduce this policy's limits of liability, except as otherwise permitted in the **Special Benefits** section of this policy. **Claim expenses** are not subject to the policy's deductible.
  4. **Deductible**. The deductible amount stated in the Declarations is the total amount of **your** liability for each **claim** under this policy and applies to the payment of **damages** only. The deductible shall be paid by the **named insured**, or upon the **named insured's** failure to pay, jointly and severally by all of **you**. The limits of liability are in addition to and in excess of the deductible.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
4	12:01 a.m. on 12/02/2025	045811959-25	

**NON-PROFIT ENTITY DIRECTOR LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

It is agreed that:

1. We will pay on **your** behalf all **damages**, in excess of the deductible amount and up to the limits of liability stated in the Declarations, that **you** become legally obligated to pay as a result of any **claim** first made against **you** during the **policy period** or any applicable **extended reporting period** alleging **you** committed a **wrongful act** to which this insurance applies in the performance of **non-profit services**, except and to the extent the **non-profit entity** has actually indemnified **you** for such **damages**, and provided that:
  - a. such **wrongful act** or **related wrongful acts** were first committed by **you** on or after the Retroactive Date set forth in the Declarations, if any, but before the end of the **policy period**;
  - b. **you** did not give notice to a prior insurer of the **claim** or a **related claim**, or of the **wrongful act** giving rise to the **claim** or any **related wrongful act**;
  - c. **you** had no reasonable basis to believe **you** had committed a **wrongful act**;
  - d. with respect to **non-profit services** only, any insurance available under this policy to **you** while acting as a **non-profit entity director** shall be specifically excess of any insurance available from the **non-profit entity**; and
  - e. such **claim** is reported to us in writing in accordance with the **Notice of Claim** provision of this policy.

We will also pay **claim expenses** as set forth in the section entitled Limits of Liability & Deductible, except and to the extent the **non-profit entity** has actually indemnified **you** for such **claim expenses**.

2. The section entitled **Definitions** is amended to add the following definitions:

**Non-profit entity** means any non-profit corporation, community chest, fund, foundation, or any other similar entity or institution that is exempt from federal income tax as an organization described in Section 501(C)(3) of the Internal Revenue Code of 1986 and any amendments thereto.

**Non-profit entity director** means any of **you** who is a lawyer who is or who was serving as a director, officer or committee member of a **non-profit entity** with the express consent or at the request of the **named insured** at the time the **wrongful act** occurred.

**Non-profit services** mean those services and activities performed by a **non-profit entity director** in his or her capacity as such.

3. Solely with respect to **non-profit services**, the definition of **wrongful act** is deleted in its entirety and replaced by the following:

**Wrongful act** shall mean an act, error or omission in the performance of **non-profit services**.

4. The section entitled **Limits of Liability & Deductible** is amended to add the following at the end thereof:

**Limits of Liability – Non-Profit Entity Director Liability**

Notwithstanding any provision to the contrary contained in this policy, and solely as respects **claims** alleging a **wrongful act** in the performance of **non-profit services**:

Regardless of the number of **you** who are **non-profit entity directors**, the most we will pay for any one **claim** arising from **wrongful acts** in the performance of **non-profit services** shall be the lesser of either:

- (a) the actual amount of the each **claim** limit of liability under the **non-profit entity's** Directors and Officers Liability Insurance, or
- (b) fifty thousand dollars (\$50,000) each **claim**.

The amount paid pursuant to (a) or (b) above is included within and erodes the limits of liability set forth on the Declarations.

- 5. It is a condition precedent to the coverage afforded pursuant to this policy that:
  - a. the **non-profit entity** for which **you** are providing **non-profit services** will have, in full force and effect during the **policy period** or any **extended reporting period**, insurance coverage for Directors and Officers Liability; and
  - b. no more than ten percent (10%) of the **named insured's** annual gross revenues are derived directly or indirectly from **professional legal services** performed by any of **you** for the **non-profit entity**.

All other terms and conditions of the policy remain the same.



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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
5	12:01 a.m. on 12/02/2025	045811959-25	

**PART-TIME ATTORNEY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

Solely with respect to policies issued to a **named insured** who qualifies as a sole practitioner, it is agreed that the definition of **you** is deleted in its entirety and is replaced by the following:

**You** means:

- a. the **named insured**;
- b. any non-lawyer employee who was, is, or becomes an employee of the **named insured**, but only while acting within the scope of employment on behalf of the **named insured** at the time of such employment.
- c. any lawyer who:
  - i. was previously affiliated with the **named insured** as a partner, officer, director, stockholder employee, associate, manager, member or employee of the **named insured**;
  - ii. was previously affiliated with the **named insured** as an of counsel, independent contractor or per diem to the **named insured**

but only for **professional legal services** performed on behalf of the **named insured** during the time of such affiliation.

All other terms and conditions of the policy remain the same.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
6	12:01 a.m. on 12/02/2025	045811959-25	

**SPECIFIC CLAIMS EXCLUSION**

This endorsement modifies insurance provided under the following:

**LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

It is agreed this policy does not apply to any **claim** based upon or arising out of:

1. Any of **you** in the performance of **professional legal services** for or on behalf of any law firm other than the **Named insured** at which **you** perform **professional legal services** in the capacity as an of counsel, independent contractor or per diem attorney; and
2. Any claim while acting as a licensed real estate agent or broker, either directly or arising out of or related to any referrals to any other real estate agents or brokers.
3. Any actual or alleged act, error or omission in the performance of services as a licensed life or health insurance agent; or
4. Any actual or alleged act, error or omission of an **insured** based upon or arising out of, directly or indirectly resulting from, in consequence of or in any way involving "investment advice" by the **insured**. "Investment advice" means:
  - a. Predictions of future performance, warranties or guarantees regarding specific and identifiable investments;
  - b. Recommending or inducing others to purchase, sell or make a particular investment in any identifiable investment;
  - c. Performing an economic analysis of any investment; or
  - d. Actively buying, selling or managing any investment for another (except for the execution of trades or transactions pursuant to a client's express written direction or that of such client's authorized agent who is other than an **insured**).

All other terms and conditions of the policy remain the same.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
7	12:01 a.m. on 12/02/2025	045811959-25	

**ILLINOIS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

It is agreed that:

1. The section entitled Definitions, sub-section 4. **Claim expenses.**, subparagraph d. is deleted in its entirety and replaced by the following:  
d. all costs allocated to **you** in suits or proceedings; and
2. The section entitled **Special Benefits** is amended to add the following:

**Post-Judgment Interest.**

If a judgment is entered against **you** as a result of a covered **claim**, we will pay interest on the entire amount of any such judgment which accrues after entry of the judgment and before we have paid or tendered or deposited the amount of such judgment, whether in court or otherwise, but only as respects that part of the judgment which does not exceed the remaining applicable limit of liability therefor. The deductible, if any, shall not apply to interest paid by us under this section. Further, any such interest paid by us is in addition to, and shall not erode, the limits of liability.

3. The section entitled **Limits of Liability & Deductible**, sub-section 5. is deleted in its entirety and replaced by the following:  
5. **Multiple Policies Issued by Us Covering the Same Claim.** If two (2) or more policies of Lawyers Professional Liability Insurance issued by us covering **you** apply to the same **claim** or **claims** for which **you** are jointly and severally liable, we shall not be liable under this policy for a greater proportion of such **damages** than our liability under this policy bears to our total liability under all applicable valid and collectible insurance issued by us, provided that we shall not pay on **your** behalf any sum that exceeds the limit of liability of that policy issued by us that has the highest applicable limits of liability. In such circumstances, **you** will not be responsible under this policy for a greater proportion of the deductible than **your** responsibility under this policy bears to **your** total responsibility for all applicable deductibles, provided that **you** will not be responsible for any amount that exceeds the deductible of that policy issued by us that has the highest applicable deductible.  
  
This provision does not apply to any policy written only as specific excess insurance over the limits of liability of this policy.
4. The section entitled **Exclusions**, sub-section 3. **Equity Interests.**, is amended to add the following at the end thereof:  
  
The term "spouse" as used in herein shall include any party to a civil union recognized under Illinois law.
5. The section entitled **Claims**, sub-section 4. is deleted in its entirety and replaced by the following:  
4. **False or Fraudulent Claims.** If **you** make a misrepresentation or false warranty to us in submitting any **claim** under this policy with the intent to deceive or in such manner that materially affects the hazard we have assumed, we shall have the right to seek rescission or voidance of this insurance as to **you** from the date such fraudulent **claim** is submitted.
6. The **Extended Reporting Periods.** section is amended as follows:

The first sentence in sub-section 1. **Automatic Extended Reporting Period.**, is deleted in its entirety and replaced by the following:

If this policy is nonrenewed or cancelled, we will provide the **named insured** with an automatic, non-cancelable sixty (60) day **extended reporting period**.

The first sentence in sub-section 3. **Optional Extended Reporting Period.**, paragraph a. **Eligibility.** is deleted in its entirety and replaced by the following:

If this policy is nonrenewed or cancelled, the **named insured** shall have the option to purchase an **extended reporting period** for the time periods set forth below, provided the **named insured** notifies us, within sixty (60) days following such termination, of its election of an optional **extended reporting period** and provided further that the **named insured** promptly pays when due any amounts owed to us. However, the right to purchase an **extended reporting period** of greater than one (1) year shall not be available if this policy is cancelled for nonpayment of premium.

7. The section entitled **Conditions**, sub-section 5. **Other Insurance.**, is deleted in its entirety and replaced by the following:

5. **Other Insurance.** If there is other insurance that applies to any **claim**, we shall not be liable under this policy for a greater proportion of **damages** or **claims expense** than the applicable limit of liability of this policy bears to the total applicable limits of liability for all valid and collectible insurance applicable to such **claim**. This provision does not apply to any policy written only as specific excess insurance over the limits of liability of this policy.

8. The section entitled **Conditions.**, sub-section 8. **Legal Representatives, Spouses and Domestic Partners.**, is amended to add the following at the end thereof:

As used in this paragraph, "spouse" and "domestic partner" shall also mean any party to a civil union recognized under Illinois law.

All other terms and conditions of the policy remain the same.



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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
8	12:01 a.m. on 12/02/2025	045811959-25	

**ILLINOIS AMENDATORY ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

**CANCELLATION AND NONRENEWAL**

A. The cancellation provision of this policy is replaced by the following:

**CANCELLATION**

1. The Named Insured may cancel this policy by mailing to the Insurer advance written notice of cancellation.
2. If this policy has been in effect for sixty (60) days or less, the Insurer may cancel this policy by mailing to the Named Insured written notice of cancellation at least:
  - a. Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.

A copy of the notice will also be sent to the mortgagee or lien holder at the last mailing address known to the Insurer.

3. If this policy has been in effect for more than sixty (60) days the Insurer may cancel this policy only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. The policy was obtained through a material misrepresentation;
  - c. The Named Insured or Other Insured(s) have violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased;
  - e. Certification to the Director of Insurance of the loss of reinsurance by the Insurer which provided coverage to the Insurer for all or a substantial part of the underlying risk insured; or
  - f. A determination by the Director that the continuation of the policy could place the Insurer in violation of the insurance laws of this State.

If the Insurer cancels this policy based on one or more of the above reasons except for nonpayment of premium, the Insurer will mail written notice to the Named Insured at least sixty (60) days before the effective date of cancellation. When cancellation is for nonpayment of premium, the Insurer will mail notice at least ten (10) days before the effective date of cancellation.

4. The Insurer will mail the notice to the Named Insured and the agent or broker at the last addresses known to the Insurer.
5. Notice of cancellation will state the effective date of cancellation and a specific explanation of the reason or reasons for cancellation. The policy period will end on that date.
6. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

7. Proof of mailing on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service will be maintained by the Insurer and will be sufficient proof of notice.

B. The nonrenewal provision of this policy is replaced by the following:

**NONRENEWAL**

1. If the Insurer decides not to renew this policy, the Insurer will mail written notice stating the reason for nonrenewal to the Named Insured's last mailing address known to the Insurer at least sixty (60) days before the expiration date of the policy. A copy of the notice will also be sent to:

- a. The broker, if known to the Insurer, or the agent of record; and
- b. The last known mortgagee or lienholder named in the policy at the last mailing address known to the Insurer.

Proof of mailing on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service will be maintained by the Insurer and will be sufficient proof of notice.

This paragraph does not apply if the Insurer has manifested a willingness to renew directly to the Named Insured.

All other terms and conditions of the policy remain the same.



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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
9	12:01 a.m. on 12/02/2025	045811959-25	

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.



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Authorized Representative



1955 RAYMOND DR STE 102  
NORTHBROOK IL 60062



#### YOUR POLICY INFORMATION

Policy #: 2014-5709-03  
Billing Acct #: 615-931-692-08

#### POLICY QUESTIONS?

Phone: 1-800-MYAMFAM  
1-800-692-6326

**Underwritten by:** American Family Mutual  
Insurance Company, S.I.

HELEN SHILLER  
BRENDAN SHILLER  
1248 W CARMEN AVE  
CHICAGO IL 60640-2902

December 16, 2025

*Regarding your Family Car Policy for your vehicle:  
2024/VOLKSWAGEN/TAOS 4D 4WD/3VV8\*\*\*\*\**

## A Change Has Been Made to Your Policy

For a full explanation of your coverage, please review your policy and endorsements

Thank you for choosing American Family Insurance for your insurance needs.

### WHAT IS IN THIS PACKET?

- Enclosed you will find a Declaration page which summarizes the changes made to your policy. Please review it carefully and keep it with your policy.
- Place your new proof of insurance cards in your vehicle.

### IS THERE ANYTHING ELSE I SHOULD KNOW?

- This is not a bill. If a refund or additional payment is due because of this change, you will soon receive a separate notice.

### WHAT IF I HAVE QUESTIONS?

- Please contact your agent listed below or call us at 1-800-MYAMFAM (1-800-692-6326). We're here to help.

AMERICAN FAMILY INSURANCE

#### Your American Family Insurance Agent is:

Elvin A Chang  
Agency Code: 1039947

changagency@amfam.com

1955 RAYMOND DR STE 102  
NORTHBROOK, IL 60062  
847-564-7032



THIS EVIDENCE OF INSURANCE MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.

Examine policy exclusions carefully. This form does not constitute any part of your insurance policy. This policy does not provide coverage if the operator is an excluded person. It also may not provide coverage for vehicles you do not own.

To report a claim, call: 1-800-MYAMFAM  
(1-800-692-6326)

American Family Mutual Insurance Company, S.I.  
6000 American Parkway Madison WI 53783  
NAIC # 19275

THIS EVIDENCE OF INSURANCE MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.

Examine policy exclusions carefully. This form does not constitute any part of your insurance policy. This policy does not provide coverage if the operator is an excluded person. It also may not provide coverage for vehicles you do not own.

To report a claim, call: 1-800-MYAMFAM  
(1-800-692-6326)

American Family Mutual Insurance Company, S.I.  
6000 American Parkway Madison WI 53783  
NAIC # 19275

#### IN CASE OF AN ACCIDENT ANYWHERE...

1. Identify yourself to other parties involved and offer any required emergency assistance.
2. Get Names and addresses of other parties involved and all witnesses including driver and any passengers in other vehicles.
3. Avoid discussing the details of the accident with anyone except authorities. Make no admission and take no blame for the accident.
4. Do not sign a statement covering the accident except for authorities or an authorized representative of your insurance company.
5. Make Accident Report to police. If police will not come, be sure to report the accident, even a hit-and-run accident.
6. Call your agent or our 24-hour Claim Call Center, 1-800-MYAMFAM or 1-800-692-6326.

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# POLICY CHANGE DECLARATIONS FAMILY CAR POLICY



**Underwritten by:** American Family Mutual Insurance Company, S.I.  
**Please read your policy**

6000 American Pkwy  
Madison, WI 53783-0001  
[www.amfam.com](http://www.amfam.com)

**Phone number:** 1-800-MYAMFAM  
(1-800-692-6326)

**Policy Number:** 2014-5709-03  
**Account Number:** 615-931-692-08

**Policy Period:** October 7, 2025 12:01 a.m. to April 7, 2026 12:01 a.m.

**Named Insured(s)**  
HELEN SHILLER  
BRENDAN SHILLER  
1248 W CARMEN AVE  
CHICAGO, IL 60640-2902

**Agent Information**  
**Chang & Associates Inc**  
**25108**  
1955 RAYMOND DR STE 102  
NORTHBROOK, IL 60062  
847-564-7032  
[changagency@amfam.com](mailto:changagency@amfam.com)

## CHANGES MADE TO YOUR POLICY EFFECTIVE 12/16/2025 AT 12:01 A.M.

Loss - Accident added for Other

Loss - Accident added for Justice Shiller

Brendan Shiller with role of Operator added

Named Insured Brendan Shiller added

Class Rated Operator changed from Helen Shiller to Brendan Shiller

Change to Recommended Rate Class from C6L to C7

**Policy Change Premium** **-\$85.66**

## VEHICLE INSURED BY THIS POLICY

Year	Make	Model	Series	VIN/Serial Number
2024	Volkswagen	Taos 4d 4wd	S	3VV8X7B28RM013256
<b>Total Premium After Discounts</b>				<b>\$905.24</b>

## VEHICLE COVERAGE, ENDORSEMENTS, AND OTHER CHARGES

Coverage	Limit	Premium
Bodily Injury Liability Coverage and Property Damage Liability Coverage	\$100,000 Each Person / \$300,000 Each Occurrence \$100,000 Each Occurrence	\$360.77
Medical Expense Coverage	\$5,000 Each Person	\$9.26
Uninsured Motorist - Bodily Injury Coverage	\$100,000 Each Person / \$300,000 Each Accident	\$62.30
Underinsured Motorist - Bodily Injury Coverage	\$100,000 Each Person / \$300,000 Each Accident	\$9.20
Comprehensive Coverage (\$500 Deductible)		\$110.33
Collision Coverage (\$500 Deductible)		\$320.58
Auto Rental Reimbursement	\$30 Daily Limit / \$750 Maximum	\$25.60
Automobile Accidental Death & Dismemberment Coverage	\$20,000 Limit	\$5.20

Coverage	Limit	Premium
Illinois State Police & Law Enforcement Training Fee		\$2.00

### DISCOUNTS

Advantage Plan Discount	Airbag Discount
Anti-Theft Device Discount	Multiple Vehicle Discount
50+ Premium Plan	

### VEHICLE INFORMATION

Address Where Vehicle is Kept	Vehicle Symbol	Class	Territory
1248 W Carmen Ave, Chicago, IL 60640-2902	28	C7	76

### DRIVERS / EXCLUDED DRIVERS

Name(s)	Type
Brendan Shiller	Operator
Helen Shiller	Operator
Brittney Conner	Operator
Justice Shiller	Operator

### POLICY FORMS

Form Name	Form Number	Edition Date	Revision Date
Declaration Page	U1A1 (c)	05/23	
Family Car Policy	U-5	06/15	
Illinois Changes	END. 300 (IL)	03/12	
American Family Mutual Insurance Company, S.I. Amendatory Endorsement	END. 10-3	05/17	
Automobile Accidental Death and Specific Dismemberment Benefits Coverage - Illinois	END. 50 (IL)	03/12	
Auto Rental Reimbursement Coverage	END. 110	01/06	
Additional Interest	END. 31-2	06/15	
Cancellation and Nonrenewal Endorsement - Illinois	END. 45 (IL)	09/09	
Medical Expense Coverage - Illinois	END. 83 (IL)	09/09	
Uninsured Motorist Coverage - Illinois	END. 53 (IL)	01/15	
Underinsured Motorist Coverage - Illinois	END. 55 (IL)	09/09	02/11

### STATE AND POLICY INFORMATION

This is a non-assessable policy issued by American Family Insurance.

**STATE AND POLICY INFORMATION**

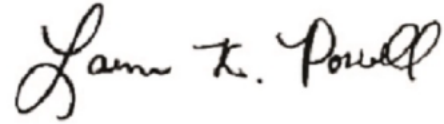
Illinois law requires a fee every six months for each vehicle with Comprehensive or Collision coverage. This fee is submitted annually to the State Police Training and Academy Fund and the Law Enforcement Training Fund.

Declarations are effective on the date shown. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

**AUTHORIZED  
REPRESENTATIVE**



President



Secretary

**TITLEHOLDER**

DARING TO STRUGGLE DARIN TO WIN LLC, 601 S CALIFORNIA AVE, CHICAGO, IL 60612-3305



## Family Car Policy



*All your protection under one roof®*



# FAMILY CAR POLICY

This policy is a legal contract between **you** (the policyholder) and the company. The following Quick Reference is only a brief outline of some important features in **your** policy and is not the insurance contract. The policy details the rights and duties of **you** and **your** insurance company. **Read your policy carefully.**

## YOUR FAMILY CAR POLICY QUICK REFERENCE

**Your** Name and Address  
**Your Car** or **Trailer**  
Policy Period • See Declarations  
Coverages  
Amounts of Insurance

	Beginning on page		Beginning on page
IF <b>YOU</b> HAVE AN ACCIDENT OR LOSS .....	2	PART II – CAR DAMAGE COVERAGES .....	5
AGREEMENT .....	2	Insuring Agreement	
DEFINITIONS .....	2	Additional Definitions	
PART I – LIABILITY COVERAGE .....	3	Additional Payments	
Insuring Agreement		Exclusions	
Additional Definitions		Limits of Liability	
Additional Payments		Additional Conditions	
Exclusions		GENERAL CONDITIONS .....	7
Limits of Liability			
Additional Conditions			

### NO MEXICO COVERAGE

#### READ THIS WARNING CAREFULLY

Car accidents in Mexico are subject only to Mexican law. The Republic of Mexico considers a car accident to be both a criminal offense and a civil matter. Car insurance should be secured from a Mexican insurance company to avoid the risk of being jailed and possibly having **your insured car** impounded.

#### NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR MEXICO

## IF YOU HAVE AN AUTO ACCIDENT OR LOSS

If **we** are prejudiced by a failure to comply with the following duties, then **we** have no duty to provide coverage under this policy.

### A. Notify **Us**

Tell **us** promptly. Give time, place, and details. Include names and addresses of injured persons and witnesses.

### B. Other Duties

1. Each person claiming any coverage of this policy must also:

- a. cooperate with **us** and assist **us** in any matter concerning a claim or suit.
- b. promptly send **us** any legal papers received relating to any claim or suit.
- c. have a medical exam at **our** expense as often as **we** may reasonably ask. **We** will select the doctor.
- d. authorize **us** to obtain medical, employment, vehicle and other records and documents **we** request, as often as **we** reasonably ask, and permit **us** to make copies.
- e. give **us** a signed, sworn proof of loss within 60 days after **we** request it. That proof of loss must be accurate and contain each of the following items:
  - (1) the date, time, location and cause of loss;
  - (2) the interest in the property, including liens and other interests;
  - (3) the actual cash value and amount of loss of the property damaged, destroyed or stolen;
  - (4) other insurance that may cover the loss;

(5) changes in title, use or possession of the property during the policy period; and

(6) detailed estimates for repair of the damage.

- f. give **us** written and recorded statements, including those recorded over the telephone, and answer questions under oath when asked by any person **we** name, as often as **we** reasonably ask, and sign copies of the answers.
  - g. cooperate with **us** and, when asked, assist in:
    - (1) making settlements;
    - (2) securing and giving evidence; and
    - (3) getting witnesses to attend hearings and trials.
  - h. attend hearings and trials.
  - i. not, except at their own expense, voluntarily:
    - (1) make any payment or assume any obligation to others; or
    - (2) incur any expense, other than first aid to others.
  - j. not voluntarily make any agreement that would be binding on **us**.
2. Each person claiming Car Damage coverages must also:
- a. take reasonable steps after loss to protect the vehicle and its equipment from further loss. **We** will pay fair expenses for such steps.
  - b. promptly report the theft of the vehicle to the police.
  - c. let **us** inspect and appraise the damaged vehicle before its repair or disposal.

## AGREEMENT

**We** agree with **you**, in return for **your** premium payment, to insure **you** subject to all the terms of this policy. **We** will insure **you** for the coverages and the limits of liability as shown in the Declarations of this policy.

## DEFINITIONS USED THROUGHOUT THIS POLICY

Words in bold type have these defined meanings.

A. **Auto business** means the business of selling, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.

B. **Bodily injury** means bodily harm, sickness, disease or death of any person. It does not include:

1. any communicable disease, bacteria, fungi, parasite, virus or other organism which are transmitted by any insured to any other person;
2. the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism; or

3. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.

C. **Car** means **your insured car** and a **private passenger car**.

D. **Nonowned car** means any **car** or **trailer you** do not own while **you** or a **relative** are in charge of it. It does not include any **car** or **trailer**:

1. furnished or available for the regular use by **you** or any resident of **your** household; or
2. if used without the permission of the owner.

E. **Occupying** means in, on, getting into or out of, and in physical contact with.

F. **Private passenger car** means a four wheel **car** of the private passenger, pickup or van type and designed to carry persons and their luggage.

- G. **Property damage** means damage to or destruction of tangible property. This includes loss of its use.
- H. **Relative** means a person living in **your** household, related to **you** by blood, marriage or adoption. This includes a ward or foster child. It excludes any person who, or whose spouse, owns a motor vehicle other than an off-road motor vehicle.
- I. **State** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
- J. **Trailer** means a vehicle designed to be towed by a **car**. It does not mean:
1. a farm wagon used to carry persons.
  2. a **trailer** or mechanical device towed by a **car** and used in a business or occupation other than farming or ranching.
  3. a **trailer** or car top carrier designed to be attached to the roof of a **car**.
  4. another **car** towed by **your insured car**.
- K. **We, us** and **our** means the company shown in the Declarations which provides this insurance.
- L. **You** and **your** mean the policyholder shown in the Declarations and spouse, if living in the same household.
- M. **Your insured car** means:
1. any vehicle shown in the Declarations.
  2. any **trailer**:
    - a. that **you** own; or
    - b. while attached to **your insured car**.
  3. any **nonowned car**.
  4. any **car** or **trailer** that **you** do not own while used as a temporary substitute for any other

vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.
5. any of the following types of vehicles on the date **you** become the owner:
- a. a **private passenger car**;
  - b. a motor home not used for business purposes; or
  - c. a pickup, van, sedan delivery or panel truck type that:
    - (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
    - (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.5.) applies only if:

- a. **you** acquire the vehicle during the policy period;
- b. **you** ask **us** to insure it within 30 days after **you** become the owner; and
- c. **you** pay **us** any additional premium.

If the vehicle **you** acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. **You** must ask **us** to insure a replacement vehicle within 30 days if you wish to add or continue Car Damages Coverages.

If the vehicle **you** acquire is in addition to any shown in the Declarations and **we** insure all of **your** other **cars**, it will have the broadest coverage **we** now provide for any vehicle **we** insure. If **we** and **you** both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

## PART I – LIABILITY COVERAGE

### A. INSURING AGREEMENT

**You** have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

**We** will pay compensatory damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of an auto accident due to the ownership, maintenance or use of a **car** or **trailer**.

**We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper.

However, **we** will not defend any suit after **our** limit of liability has been offered or paid.

### B. ADDITIONAL DEFINITIONS

1. **Insured person** or **insured persons** means:
  - a. **you** or a **relative**.
  - b. any person using **your insured car**.

- c. any other person or organization, but only for legal liability for acts or omissions of:

- (1) any person covered under this Part while using **your insured car**.
- (2) **you** or any **relative** covered under this Part while using any **car** or **trailer** other than **your insured car**. This other **car** or **trailer** must not be owned or hired by that person or organization.

**Insured person** does not mean:

- d. any person, other than a **relative**, using **your insured car** without **your** permission.
- e. any person, other than a **relative**, using **your insured car** with **your** permission, but who exceeds the scope of that permission.

- f. any person using a vehicle without the permission of the person having lawful possession.
- g. any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.
- h. the United States of America or its agencies.
- i. any person for **bodily injury or property damage** due to that person's operation of a vehicle as an employee of the United States government when the provisions of the Federal Tort Claims Act apply.

#### C. ADDITIONAL PAYMENTS

**We** will pay, in addition to **our** limit of liability:

1. all costs **we** incur in the settlement of any claim or defense of any suit.
2. prejudgment interest on damages awarded in any suit **we** are obligated to pay. **We** will not pay any such interest that accrues after such time that **we** make an offer to pay **our** limit.
3. interest accruing on **our** share of the amount of any judgment between the time the judgment is entered and the time **we** pay, tender or deposit in court that part of the judgment that does not exceed **our** limit of liability.
4. premiums on bonds requested by **us** in any suit **we** defend. But **we** will not pay the premium for bonds over **our** limit of liability. **We** need not apply for or furnish any bond.
5. charges up to \$250 for a bail bond required due to an auto accident, including related traffic law violations, causing **bodily injury or property damage** covered by this Part. **We** have no obligation to apply for or furnish such a bond.
6. loss of wages or salary up to \$250 a day, but not other income, when **we** ask **you** to attend trials or hearings.
7. expenses incurred by an **insured person** for first aid to others at the time of an auto accident involving **your insured car**.
8. any other reasonable expenses incurred at **our** request.

#### D. EXCLUSIONS

**We** will not pay for:

1. **bodily injury or property damage** arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
2. **bodily injury or property damage** which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended.
3. **bodily injury or property damage** when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.

4. **bodily injury** to an employee of an **insured person** arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.

5. **bodily injury or property damage** arising out of **auto business** operations. But this exclusion does not apply to the ownership, maintenance or use of **your insured car** in **auto business** operations by **you**, a **relative**, any partner or employee of **you** or a **relative**.

6. damage to property owned by, or in the charge of, an **insured person**.

7. damage to property rented to an **insured person** except a residence or private garage.

8. **bodily injury or property damage** arising out of the ownership, maintenance or use of any:

- a. motorized vehicle with less than four wheels;
- b. recreational all terrain vehicle regardless of the number of wheels; or
- c. vehicle designed for use off public roads.

9. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or a **relative**.

10. **bodily injury** to:

- a. any person injured while operating **your insured car**;
- b. **you** or a **relative**; or
- c. any person related to and residing in the household of the operator.

11. **bodily injury or property damage** occurring while **your insured car** is rented or leased to others.

12. **bodily injury or property damage** occurring in or resulting from any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.

13. punitive or exemplary damages, fines or penalties, or court order restitution as a result of civil actions.

#### E. LIMITS OF LIABILITY

1. The limits of liability shown in the Declarations apply, subject to the following:

- a. the **bodily injury** liability limit for "each person" is the maximum for **bodily injury** sustained by one person in any one occurrence.

- b. subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.

- c. the **property damage** liability limit for “each occurrence” is the maximum for all damages to all property in any one occurrence.
- 2. The limits of liability are the most **we** will pay regardless of the number of:
  - a. **insured persons**;
  - b. claims made;
  - c. vehicles or premiums shown on the Declarations; or
  - d. vehicles involved in the loss.
- 3. A **car** and attached **trailer** are considered as one **car**.
- 4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to or for an injured person will be reduced by any payment made to that person under any Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

#### F. ADDITIONAL CONDITIONS

- 1. Out Of State Coverage.  
This policy conforms to any motor vehicle insurance law to which an **insured person** is subject by using a **car** in any **state**. But, any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. In no event shall a person collect more than once for the same element of loss.

- 2. Other Insurance.
  - a. Other Policies Issued By **Us**  
If two or more auto liability insurance policies are issued to **you** by **us** or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.
  - b. Other Liability Coverage From Other Sources  
If there is other auto liability insurance for a loss covered by this Part, **we** will pay **our** share according to this policy’s proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible auto liability insurance.
- 3. Conformity With Financial Responsibility Laws.  
When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the required coverage. **You** agree to repay **us** for any payment **we** would not have had to make except for this agreement.

## PART II – CAR DAMAGE COVERAGES

### A. INSURING AGREEMENT

**We** will pay for **loss** of or damage to **your insured car** and its equipment, less the deductible, if the coverage is shown in the Declarations for:

- 1. Comprehensive Coverage.  
Under this coverage, **we** will pay for **loss** not caused by collision. **We** also pay for **loss** caused by breakage of glass, fire, explosion, and colliding with a bird, animal, missile or falling object.  
If **you** have a Comprehensive deductible and **your** windshield is repaired instead of replaced, the deductible, if any, will be waived. If the repair fails, **your** windshield will be replaced, however, the Comprehensive deductible, if any, will be applied.
- 2. Collision Coverage.  
Under this coverage, **we** will pay for **loss** due to the collision of **your insured car** with another object or upset of **your insured car**. If breakage of glass results from a collision, **you** may have **us** treat it as a **loss** caused by collision. The first \$100 of **your** deductible shall not apply to **loss** caused by a collision of **your insured car** with another vehicle insured by **us**. But the entire deductible applies if the other vehicle is owned by, or in the charge of, **you** or a member of **your** household.

### B. ADDITIONAL DEFINITIONS

As used in this Part only:

- 1. **Loss** means direct and accidental **loss** of or damage to **your insured car** and its equipment. **Loss** does not mean any difference in the market value of **your insured car** immediately prior to the **loss** and the market value of **your insured car** after repairs from the **loss** are completed.

### C. ADDITIONAL COVERAGES

- 1. Transportation Expenses.
  - a. **We** will pay up to \$20 per day, but no more than \$600, for the cost of transportation **you** incur if **your insured car** is stolen and **we** provide Comprehensive coverage.
  - b. This coverage:
    - (1) begins 48 hours after the theft is reported to **us** and the police; and
    - (2) ends when **you** get **your insured car** back after being repaired, if necessary, or when **we** pay or offer to pay for the **loss**.
- 2. The following additional coverages apply only if **you** have Comprehensive or Collision Coverage in effect under this policy and the **loss** is covered by Comprehensive or Collision.
  - a. Electronic Media.  
**We** will pay up to \$200 in any one **loss** to tapes, discs and other electronic media

used with equipment permanently installed in **your insured car**.

- b. Portable Electronic Equipment.  
**We** will pay up to \$300 in any one **loss** to portable electronic equipment including cellular phones, global positioning systems (GPS), satellite radio, portable compact disc (CD) players, or digital video disc (DVD) players.
- c. Clothing and Luggage.  
**We** will pay up to \$200 in any one **loss** of clothing and personal luggage, including its contents, belonging to **you** or a **relative** while it is in or on **your insured car**. This additional coverage does not apply if the insured **car** is a travel-trailer.

#### D. EXCLUSIONS

**We** will not pay for:

- 1. **loss** to **your insured car** while used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
- 2. **loss** caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences.
- 3. **loss** to sound recording or reproducing tapes, discs or other similar electronic media except as provided in C.2.a., ADDITIONAL COVERAGES above.
- 4. **loss** to any electronic equipment, including its accessories, that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:
  - a. radios and stereos;
  - b. tape decks;
  - c. compact disc systems;
  - d. navigation systems;
  - e. internet access systems;
  - f. personal computers;
  - g. video entertainment systems;
  - h. telephones;
  - i. televisions;
  - j. two-way mobile radios;
  - k. "ham" radios;
  - l. scanning monitor receivers; or
  - m. citizens band radios.

This exclusion does not apply to electronic equipment which is permanently installed in an opening of **your insured car** normally used by the motor vehicle manufacturer.

- 5. **loss** to the following equipment unless it is provided by the motor vehicle manufacturer:
  - a. special or custom paint finishes.
  - b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers.
  - c. any equipment which changes the use or appearance of the interior of **your insured car**, which may include swivel

chairs, appliances, furniture, special carpeting, bars, or paneling.

- d. any equipment which mechanically or structurally changes **your insured car**, or results in an increase in performance or change in appearance.
- 6. **loss** to a van for:
  - a. any furnishings, carpeting, and other household equipment built into the van;
  - b. any height-extending roof mounted on the van; or
  - c. any customized painting and decorating applied to the van.
- 7. **loss** to a camper body or trailer owned by **you** or a **relative** and not described in the Declarations. But coverage does apply to a camper body or **trailer** ownership of which **you** acquire during the policy period if **you** ask **us** to insure it within 30 days after **you** acquire it.
- 8. **loss** to any equipment or accessories of a motor home, pick-up camper body, or camper trailer unless permanently attached to the vehicle.
- 9. **loss** resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from the total theft of **your insured car**.
- 10. a vehicle not owned by **you** when used in **auto business** operations.
- 11. **loss** during any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
- 12. **loss** to **your insured car** while it is rented or leased to others.
- 13. **loss** due to the seizure of any vehicle by any governmental authority.
- 14. **loss** to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- 15. **loss** due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.

#### E. LIMITS OF LIABILITY

- 1. **Our** limit of liability for **loss** shall not exceed the least of:
  - a. the actual cash value of the stolen or damaged property; or
  - b. the amount necessary to repair or replace the property. The amount necessary to repair or replace the property does not include any difference in the market value of **your insured car** immediately prior to the **loss** and the market value of **your insured car** after repairs from the **loss** are completed.

2. The amount necessary to repair or replace the property is determined by one of the following:
  - a. the amount necessary to repair or replace agreed upon by **you** and **us**;
  - b. a competitive bid approved by **us**; or
  - c. an estimate based upon prevailing competitive prices. Prevailing competitive prices are the prices charged by a statistically significant number of repair facilities in the area where **your insured car** is to be repaired, as determined by **us**. Upon **your** request, **we** will identify facilities that will perform the repairs for the prevailing competitive price.
3. If the amount necessary to repair or replace the property is in excess of its actual cash value, **we** may, if **you** agree, pay the decrease in the value of the damaged property caused by the **loss**.
4. There is a \$1,000 limit for a **trailer** not owned by **you** or a **relative**.
5. An adjustment for depreciation and physical condition will be made in determining actual cash value, except as provided in paragraph C.2., ADDITIONAL COVERAGES above.
6. If a repair or replacement results in betterment of the part, **we** will not pay for the amount of the betterment.
7. Any amount paid or payable for damage to **your insured car** under the Liability coverage of any policy issued by **us** shall be deducted from any amounts payable under this Part.

#### F. PAYMENT OF LOSS

1. **We** may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return any stolen property either to **you** or to the address shown in the Declarations, with payment for the resulting damage. **We** may keep all or

part of the property at the agreed or appraised value.

2. **You** or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable.

#### G. ADDITIONAL CONDITIONS

1. No Benefit To Bailee.  
A carrier or other bailee for hire liable for **loss to your insured car** is excluded from coverage.
2. Other Insurance.  
If there is other similar insurance for a **loss** covered by this Part, **we** will pay **our** share according to this policy's proportion of the total limits of all similar insurance. But, any insurance afforded under this Part for a vehicle **you** do not own is excess over any other similar insurance.
3. Loss Payable Clause.
  - a. **Loss** or damage shall be paid to **you** and the lienholder shown in the Declarations. The insurance covering the interest of the lienholder shall apply unless invalidated by **you** or **your relatives** fraudulent acts or omissions. **We** have the right, however, to cancel this policy as shown in the Cancellation and Nonrenewal Endorsement. Cancellation shall terminate this agreement with respect to the lienholder's interest. When **we** cancel, **we** will give the lienholder at least 10 days notice.
  - b. When **we** pay the lienholder, **we** are entitled to the extent of the payment, to the lienholder's rights of recovery.

### GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all coverages of this policy.

1. Assignment  
Interest in this policy may be assigned only with **our** written consent. But, if the named insured shown in the Declarations or the spouse living in the same household dies, the policy will cover:
  - a. the survivor;
  - b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
  - c. any person with proper custody of **your insured car** until a legal representative is appointed.
2. Bankruptcy  
Bankruptcy or insolvency of an insured has no effect on **our** policy obligations.

3. Cancellation or Nonrenewal.  
(see separate endorsement)
4. Changes  
This policy includes all the agreements between **you** and **us** relating to this insurance. No change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by **us**.  
Any facts known by **our** agent are facts known by **us**.  
The premium for each term of this policy is determined by information **we** received from **you** or other sources at the inception of that policy term. If there is any change to the information used to develop the policy premium, **we** may adjust **your** premium on a pro rata basis. If a

premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change.

The factors that affect **your** premium include, but are not limited to:

- a. the rates in effect;
- b. the coverages, deductibles, or limits selected;
- c. the type of vehicle **you** insure with **us**;
- d. the territory where **your insured car** is used;
- e. how **your insured car** is used;
- f. drivers of **your insured car** and non-drivers who are members of **your** household;
- g. discounts or other premium credits; or
- h. accidents and/or violation history and charges.

When **we** broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your** state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of a subsequent edition of **your** policy or an amendatory endorsement.

5. Concealment Or Fraud

With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

6. Cooperation

Any person claiming any coverage under this policy must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit.

7. **Our** Recovery Rights

If **we** pay under this policy, **we** are entitled to all the rights of recovery of the person to or for whom payment was made. That person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights and do nothing after loss to harm **our** rights.

When **we** make a payment under this policy to or for a person who also collects from another, the

amount collected from the other shall be repaid to **us** to the extent of **our** payment.

8. Policy Period

Each policy period will begin and end at 12:01 A.M., standard time at **your** address as shown in the Declarations. The premiums shown in the Declarations is for the first policy period. **We** will compute the premium for each policy period based on **our** manuals.

This policy may be continued for successive policy periods by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.

9. Suit Against **Us**

**We** may not be sued unless all the terms of this policy are complied with. **We** may not be sued under the liability coverage until the obligation of a person **we** insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and **us**. **We** may not be sued under the Uninsured Motorist coverage on any claim that is barred by the tort statute of limitations. No person or organization has any right under this policy to bring **us** into any action to determine the liability of a person **we** insure.

10. Terms Of Policy Conform To Statute

Terms of this policy which are in conflict with the statutes of the **state** in which this policy is issued are changed to conform to those statutes.

11. Territory

This policy covers only auto accidents, occurrences, and losses which occur:

- a. within the United States of America, its territories or possessions, or Canada, or between their ports; and
- b. during the policy period.

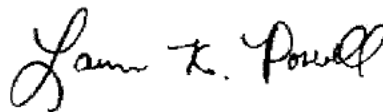
12. Two Or More **Cars** Insured By **Us**

If two or more auto insurance policies issued to **you** by **us** or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This policy is signed at Madison, Wisconsin, on **our** behalf by **our** President and Secretary. If it is required by law, it is countersigned on the Declarations by **our** authorized representative.



President



Secretary

**This is not a complete and valid contract without an accompanying DECLARATIONS PAGE.**



**American Family Mutual Insurance Company and its Subsidiaries**

6000 American Parkway

Madison, WI 53783-0001

1-800-MYAMFAM (1-800-692-6326)

[www.amfam.com](http://www.amfam.com)

## ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

## FAMILY CAR POLICY

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

- I. IF **YOU** HAVE AN AUTO ACCIDENT OR LOSS introductory sentence is removed and replaced with:  
**We** have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
- II. DEFINITIONS is changed as follows:
- A. The following definition is added:  
**American Family Insurance Group of companies** means one or more of the following:
- American Family Mutual Insurance Company;
  - American Standard Insurance Company of Wisconsin;
  - American Family Insurance Company;
  - American Standard Insurance Company of Ohio;
  - any affiliates.
- B. **Bodily injury** paragraph B is removed and replaced with:  
**Bodily injury** means bodily harm, sickness, disease or death of any person. It does not include:
- any communicable disease, bacteria, fungi, parasite, virus or any other organism which are transmitted by any insured to any other person through sexual contact;
  - the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism through sexual contact or
  - emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.
- C. The definition of **relative** is removed and replaced with:  
**Relative** means a person living in your household, related to **you** by blood, marriage, civil union or adoption. It excludes a person who, or whose spouse or civil partner, owns a vehicle other than an off-road motor vehicle.
- D. The definition of **you** and **your** is removed and replaced with:  
**You** and **your** mean the policyholder shown in the Declarations and, if living in the same household, a spouse or partner in a civil union recognized under Illinois law.
- E. **Your insured car** paragraph M.5. is removed and replaced with:
- any of the following types of vehicles on the date **you** become the owner:
    - a **private passenger car**;
    - a motor home not used for business purposes; or
    - a pickup, van, sedan delivery or panel truck type that:
      - has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
      - is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.
- This provision (M.5.) applies only if:
- you** acquire the vehicle during the policy period;
  - you** ask **us** to insure it within 30 days after **you** become the owner; and
  - you** pay **us** any additional premium.
- If the vehicle **you** acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. **You** must ask **us** to insure a replacement vehicle within 30 days.  
If the vehicle **you** acquire is in addition to any shown in the Declarations and **we** insure all of **your** other **cars**, it will have the broadest coverage **we** now provide **you** for any of **your** vehicles **we** insure. If **we** and **you** both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.
- III. PART I - LIABILITY COVERAGE is changed as follows:
- A. INSURING AGREEMENT is replaced with:  
**You** have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.  
**We** will pay compensatory damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of an auto accident:
- due to the ownership, maintenance or use of a **car** or **trailer**; or
  - while operating a motor home **you** do not own and not used for business purposes.
- We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper.  
However, **we** will not defend any suit after **our** limit of liability has been exhausted by payment of judgments or settlements.
- B. Paragraph C.2. ADDITIONAL PAYMENTS is deleted.

C. EXCLUSIONS is changed as follows:

1. Exclusion 10 is removed and replaced with:
  10. **Bodily injury** to:
    - a. any person injured while operating **your insured car**;
    - b. **you** or a **relative**; or
    - c. any person related to and residing in the household of the operator.

This exclusion does not apply when a third party acquires a right of contribution against a member of the injured person's family.

2. Exclusion 13 is removed and replaced with:
  13. Punitive or exemplary damages, fines, or penalties, or court ordered restitution.
3. The following exclusion is added:
  14. **We** will not pay for **bodily injury** or **property damage** arising out of the use by any person of a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to **you** or a **relative**.

D. LIMITS OF LIABILITY is removed and replaced with the following:

1. The limits of liability shown in the Declarations apply, subject to the following:
  - a. The **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
  - b. Subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
  - c. The **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
2. The limits of liability are the most **we** will pay regardless of the number of:
  - a. **insured persons**;
  - b. claims made;
  - c. vehicles or premiums shown on the Declarations;
  - d. vehicles involved in the loss; or
  - e. policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**.

Coverages on more than one vehicle insured with **us** or any other member company of the **American Family Insurance Group of companies** cannot be added, combined or stacked together

3. A **car** and attached **trailer** are considered as one **car**.
4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to or for an injured person will be reduced by any payment made to that person under any other Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

E. Paragraph F.2. ADDITIONAL CONDITIONS is deleted and replaced with the following:

2. Other Insurance.
  - a. Other Policies Issued By **Us**  
If two or more auto liability insurance policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.
  - b. Other Liability Coverage From Other Sources  
If there is other auto liability coverage for a loss covered by this Part, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible auto liability insurance.

IV. PART II - CAR DAMAGE COVERAGES is changed as follows:

- A. The following is added to Paragraph C. ADDITIONAL COVERAGES:
  3. Custom Vehicle Coverage  
**We** will pay up to \$1,000 for custom vehicle equipment installed in or on **your insured car** that was not furnished or supplied by the motor vehicle manufacturer. This amount is excess over any limit shown in the Declarations for Additional Customized Vehicle Coverage.
- B. Paragraph D.5. EXCLUSIONS, is deleted and replaced with the following:
  5. **loss** to the following equipment unless it is furnished or supplied by the motor vehicle manufacturer:
    - a. special or custom paint finishes;
    - b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;
    - c. any equipment which changes the use or appearance of the interior of **your insured car**, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling; or

- d. any equipment which mechanically or structurally changes **your insured car**, or results in an increase in performance or change in appearance except as provided in C.3., ADDITIONAL COVERAGES above.  
This exclusion does not apply to a cap, cover or bed liner in or on **your insured car** which is a pickup.
- C. Paragraph D.6. EXCLUSIONS, is deleted and replaced with the following:
6. **loss** to a van for:
- any furnishings, carpeting, and other household equipment built into the van;
  - any height-extending roof mounted on the van; or
  - any customized painting and decorating applied to the van
- except as provided in C.3., ADDITIONAL COVERAGES above.
- V. GENERAL CONDITIONS is changed as follows:
- A. The following is added to paragraph 7, **Our Recovery Rights**:  
This provision does not apply to Underinsured Motorist Coverage if **we** receive advance notice of settlement and **we** fail to pay that amount within 30 days of receipt of that notice.
- B. Paragraph 5, Concealment Or Fraud, is deleted and replaced with the following:
5. Concealment Or Fraud  
With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:
- intentionally concealed or misrepresented any material fact or circumstance;
  - engaged in fraudulent conduct; or
  - made false statements;
- related to this insurance.  
With respect to the application for or policy of insurance, this condition does not apply once the policy has been in effect for one year or one policy period whichever is less. Notwithstanding the limitation in this paragraph, **we** may cancel or nonrenew this policy in accordance with the Cancellation and Nonrenewal terms of this policy.
- C. Paragraph 12. Two Or More **Cars** Insured By **Us**, is deleted and replaced with the following:
12. Two or more **cars** insured by **us**  
If two or more auto insurance policies issued to **you** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

All other terms, agreements, conditions, and provisions remain unchanged.

## UNDERINSURED MOTORIST COVERAGE - ILLINOIS

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Underinsured Motorist Coverage is shown in the Declarations.

### A. IF YOU HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. Any person claiming Underinsured Motorist Coverage must promptly notify the police.

responsibility law, motor carrier law, or similar law.

(9) which is insured by a bodily injury liability bond or policy at the time of the accident, but the bonding or insuring company:

- (a) denies coverage; or
- (b) is or becomes insolvent.

### B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

- a. Insured person or insured persons means:

- (1) you or a relative.
- (2) anyone else occupying your insured car.

But the following are not insured persons:

- (1) any person, other than a relative, using your insured car without your permission.
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

- b. Underinsured motor vehicle means a motor vehicle which is insured by a liability bond or policy at the time of the accident which provides bodily injury liability limits less than the limits of liability of this Underinsured Motorists coverage.

Underinsured motor vehicle, however, does not mean a vehicle:

- (1) insured under the Liability Coverage of this policy.
- (2) insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged.
- (3) owned by or furnished or available for the regular use of you or a resident of your household.
- (4) owned or operated by a governmental unit or agency.
- (5) operated on rails or crawler-treads.
- (6) designed for use off public roads except while on public roads.
- (7) parked for camping or housekeeping purposes.
- (8) owned or operated by a self-insurer as considered by any financial

- c. Your insured car means your insured cycle if this endorsement is attached to a cycle policy issued by us.

### C. INSURING AGREEMENT

1. We will pay compensatory damages for bodily injury which an insured person is legally entitled to recover from the owner or operator of an underinsured motor vehicle.
2. The bodily injury must:
  - a. be sustained by the insured person;
  - b. be caused by an accident; and
  - c. arise out of the ownership, maintenance, or use of an underinsured motor vehicle.
3. If any suit is brought by you to determine liability or damages, the owner or operator of the underinsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.

### D. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any insured person:
  - a. while occupying, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by you or any resident of your household.
  - b. who makes or whose legal representative makes a settlement without our written consent.
  - c. while occupying your insured car when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
  - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
2. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution.
3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

## E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
  - a. The bodily injury liability limit for "each person" is the maximum for all damages sustained by all persons as the result of bodily injury to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
  - b. Subject to the bodily injury liability limit for "each person," the bodily injury liability limit for "each occurrence" is the maximum for bodily injury sustained by two or more persons in any one occurrence.
2. The limits of liability for this coverage are the most that we will pay regardless of the number of:
  - a. insured persons;
  - b. claims made;
  - c. vehicles or premiums shown in the Declarations;
  - d. vehicles involved in the accident; or
  - e. policies issued to you or a relative by us or any other member company of the American Family Insurance Group of companies.
3. The limits of liability of this coverage will be reduced by:
  - a. Payments made by the owner or operator of the underinsured motor vehicle or organization which may be legally liable.
  - b. Payments under the liability coverage of this policy.
  - c. Payments made or amount payable because of the bodily injury under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.
  - d. any amount paid or payable under the Medical Expense coverage of this policy.
4. No insured person will be entitled to receive duplicate payments for the same elements of loss. Any amount we pay under this coverage to or for an insured person will be reduced by any payment made to that person under any other coverage of this policy.

## F. OTHER INSURANCE

1. Other Insurance
  - a. Other Policies Issued By Us

If two or more policies are issued to you or a relative by us or any other member company of the American Family Insurance Group of companies apply to the same accident, the total limits of liability under all such policies shall not exceed the highest applicable limit under any one policy.

### b. Other Coverage From Other Sources

If there is other similar insurance on a loss covered by this endorsement, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided under this endorsement for an insured person while occupying a vehicle you do not own, including any vehicle while used as a temporary substitute for your insured car, is excess over any other similar insurance.

## G. ARBITRATION

Any claim or dispute in any way related to this endorsement, by an insured person against us or us against an insured person, may be resolved by arbitration only upon mutual consent of the parties.

Arbitration pursuant to this provision shall be subject to the following:

1. Each party will select an arbitrator, and those two arbitrators will select a third. If the two arbitrators cannot agree on a third within 45 days, either may request that selection be made by a judge of a circuit court having jurisdiction.
2. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
3. Unless both parties agree otherwise, arbitration will take place in the county in which the insured person lived at the time of the accident, and local rules of law as to procedure and evidence will apply.
4. A decision agreed to by two of the arbitrators will be binding up to the coverage limit of liability.
5. No arbitrator shall have the authority to award punitive damages or attorney's fees.
6. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.
7. Neither parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class.

All other terms, agreements, conditions and agreements remain unchanged.

## MEDICAL EXPENSE COVERAGE - ILLINOIS

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

**You** have this coverage if Medical Expense Coverage is shown in the Declarations.

### A. ADDITIONAL DEFINITIONS

1. **Durable medical equipment** means medical equipment that is prescribed by a **licensed medical provider** and is:

- a. able to withstand repeated use;
- b. primarily and customarily used to serve a medical purpose;
- c. generally not necessary to a person in the absence of illness or injury; and
- d. appropriate for use in the home.

**Durable medical equipment** is not:

- a. supplies or services for personal comfort, convenience, personal hygiene, sports or recreational use; or
- b. oxygen or equipment used for its administration.

2. **Experimental** means any services, treatment, procedure, facility, equipment, drug, device or supply used to treat an **insured person** for **bodily injury** that:

- a. is not recognized under generally accepted standards of medical practice in the United States as an appropriate treatment;
- b. has not been proven by reliable scientific evidence or testing to be safe and effective for treatment; or
- c. requires approval by the appropriate federal or other government agency which has not been granted at the time it is used.

3. **Insured person** means:

- a. **you** or a **relative** while **occupying**, or when struck by, a highway vehicle or **trailer**. But **you** or a **relative** are not an **insured person** if **occupying** a highway vehicle or **trailer** without the permission of the person having lawful possession;
- b. any other person while **occupying your insured car**. This applies only if the **car** is being used by **you**, a **relative**, or another person who has reason to believe that they are operating the **car** with **your** permission; or
- c. any other person while **occupying a car** not owned by **you** if the **bodily injury** results while it is being used by **you** or a **relative**. This applies only if **you** or a **relative** have reason to believe that they are operating the **car** with permission.

4. **Licensed medical provider** means a person who has a license in good standing under the laws of the **state** in which the person practices, and who is performing within the scope of that license.

5. **Medical expenses** are expenses for:

- a. ambulance, hospital, surgical, use of x-ray and other diagnostic machines;
- b. dental, eyeglasses, hearing aids and prosthetic devices;
- c. **durable medical equipment**;
- d. other equipment, supplies and drugs prescribed and recommended by a **licensed medical provider** for the treatment of the **bodily injury**; and
- e. professional physician, nursing, physical therapy and funeral services.

**Medical expenses** do not include expenses:

- a. for the treatment, procedures, products or services that are:
    - (1) not primarily designed to serve a medical purpose;
    - (2) not commonly recognized as appropriate treatment within the United States and throughout its medical profession;
    - (3) **experimental**; or
    - (4) for research.
  - b. incurred for the use of:
    - (1) thermography or other related procedures of a similar type; or
    - (2) acupuncture or other related procedures of a similar type.
  - c. incurred for the purchase or rental of equipment not designed primarily to serve a medical purpose.
  - d. for any of the following:
    - (1) hot tubs, spas, waterbeds, or non-medical beds;
    - (2) exercise equipment, heating or vibrating devices;
    - (3) membership in health clubs;
    - (4) corrective shoes and orthotics of the feet if not directly related to the accident;
    - (5) medical reports unless requested by **us**; and
    - (6) vitamins, minerals, herbal supplies or other similar products if not directly related to the accident.
  - e. for treatment after recovery has reached a plateau or improvement in the **bodily injury** has slowed or ceased entirely.
6. **Medically necessary** means services or supplies provided by a hospital, physician or other health care provider that are required to identify or treat **bodily injury** and which are:
- a. appropriate for the symptom or diagnosis and treatment of the **bodily injury**;
  - b. appropriate with regard to standards of acceptable medical practice;

- c. not solely for the convenience of the **insured person**, physician, hospital or other provider; and
- d. the most appropriate supply or level of service that can be safely provided.

- 7. **Usual and customary** means the fees most frequently charged by providers in the same geographical locality for a comparable service or supply.
- 8. **Your insured car** means **your insured cycle** if this endorsement is attached to a **cycle** policy issued by **us**.

#### B. INSURING AGREEMENT

**We** will pay for **usual and customary medical expenses** and funeral services incurred, less any applicable deductible, because of **bodily injury** sustained to an **insured person** as a result of an accident. **Medical expenses** must be for services provided and prescribed by a **licensed medical provider** performing within their scope of practice.

**We** will pay only those expenses incurred for services rendered within one year from the date of the accident. If the limit of liability for Medical Expense Coverage shown in the Declarations is more than \$10,000, **we** will pay covered expenses incurred for services rendered within three years from the date of the accident.

**We** reserve the right to determine, or to have someone on our behalf determine, whether any treatment is **medically necessary**, and whether any charge is **usual and customary**. **We** also reserve the right to use managed medical care approaches and treatment options where appropriate, and to determine if the proposed or incurred treatment plans are **medically necessary**.

#### C. EXCLUSIONS

**We** will not pay for **medical expenses** for any person:

- 1. while **occupying your insured car** when carrying persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
- 2. while **occupying** any vehicle while parked for camping or housekeeping purposes.
- 3. while **occupying** a motorized vehicle with less than four wheels, or a motorized recreational all terrain vehicle regardless of the number of wheels, unless this endorsement is attached to a **cycle** policy issued by **us**.
- 4. while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or a **relative**.
- 5. while **occupying** a vehicle other than a **car** while it is being used in the business or occupation of an **insured person**.
- 6. during the course of employment if benefits are payable or must be provided under a workers'

compensation or disability benefits law or any similar law.

- 7. caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences.
- 8. during any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
- 9. while **your insured car** is rented or leased to others.

#### D. LIMITS OF LIABILITY

- 1. The limit of liability shown in the Declarations for Medical Expense Coverage is the most **we** will pay for each person injured in any one accident regardless of the number of:
  - a. **insured persons**;
  - b. claims made;
  - c. vehicles or premiums shown in the Declarations; and
  - d. vehicles involved in the loss.
- 2. If the limit of liability shown for Medical Expense Coverage is \$2,500 or more, the most **we** will pay for funeral services is \$2,500 for each person.
- 3. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this coverage to or for an injured person applies against any other coverage applicable to the loss so that there is not a duplication of payment. In no event shall a coverage limit be reduced below any amount required by law.

#### E. ADDITIONAL CONDITIONS

- 1. Other Insurance.
  - a. Other Policies Issued By **Us**  
If two or more auto insurance policies providing Medical Expense Coverage are issued to **you** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same accident, the total limits of liability under all such policies shall not exceed the highest limit of liability for Medical Expense Coverage under any one policy.
  - b. Other Medical Expense Coverage From Other Sources  
If there is other auto insurance providing Medical Expense Coverage for the same accident covered by this endorsement, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But any insurance provided under this coverage for a vehicle **you** do not own, including any vehicle while used as a temporary substitute for **your insured car**, is excess over any other collectible Medical Expense Coverage.

All other terms, agreements, conditions, and provisions remain unchanged.

## UNINSURED MOTORIST COVERAGE – ILLINOIS

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

**You** have this coverage if Uninsured Motorist Coverage is shown in the Declarations.

- A. The following is added to IF **YOU HAVE AN AUTO ACCIDENT OR LOSS**:
1. Any person claiming Uninsured Motorist Coverage must promptly notify the police.
- B. ADDITIONAL DEFINITIONS
1. The following definitions are added:
    - a. **Insured person** or **insured persons** means:
      - (1) **you** or a **relative**.
      - (2) anyone else **occupying your insured car**.
 But the following are not **insured persons**:
      - (1) any person, other than a **relative**, using **your insured car** without **your** permission.
      - (2) any person, other than a **relative**, using **your insured car** with **your** permission but who exceeds the scope of that permission.
      - (3) any person using a vehicle without the permission of the person having lawful possession.
      - (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.
    - b. **Uninsured motor vehicle** means a motor vehicle which is:
      - (1) not insured by a **bodily injury** liability bond or policy at the time of the accident.
      - (2) insured at the time of the accident by a liability bond or policy with **bodily injury** liability limits below the minimum required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
      - (3) a hit-and-run vehicle which causes **bodily injury** to an **insured person** by physical contact with the **insured person** or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown.
      - (4) insured by a **bodily injury** liability bond or policy at the time of the accident but the company:
        - (a) denies coverage; or
        - (b) is or becomes insolvent.**Uninsured motor vehicle**, however, does not mean a vehicle:
      - (1) owned by or furnished or available for the regular use of **you** or any resident of **your** household.
      - (2) owned or operated by a self-insurer as considered by any financial responsibility law, motor carrier law, or similar law.
      - (3) owned or operated by a governmental unit or agency.
      - (4) operated on rails or crawler-treads.
      - (5) designed for use off public roads except while on public roads.
      - (6) parked for camping or housekeeping purposes.
    - c. **Your insured car** means **your insured cycle** if this endorsement is attached to a **cycle** policy issued by **us**.
- C. INSURING AGREEMENT
1. **We** will pay compensatory damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**.
  2. The **bodily injury** must:
    - a. be sustained by the **insured person**;
    - b. be caused by an accident; and
    - c. arise out of the ownership, maintenance, or use of an **uninsured motor vehicle**.
  3. If any suit is brought by **you** to determine liability or damages, the owner or operator of the **uninsured motor vehicle** must be made a defendant and **you** must notify **us** of the suit. **We** are not bound by any resulting judgment without **our** written consent.
- D. EXCLUSIONS
1. **We** do not provide coverage for **bodily injury** sustained by any **insured person**:
    - a. while **occupying**, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by **you** or any resident of **your** household.
    - b. who makes or whose legal representative makes a settlement without **our** written consent.
    - c. while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
    - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
  2. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution.
  3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

## E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
  - a. The **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
  - b. Subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
2. The limits of liability for this coverage are the most that **we** will pay regardless of the number of:
  - a. **insured persons**;
  - b. claims made;
  - c. vehicles or premiums shown in the Declarations;
  - d. vehicles involved in the accident; or
  - e. policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**.
3. The limits of liability of this coverage will be reduced by:
  - a. payments made by the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable.
  - b. payments under the Liability Coverage of this policy.
  - c. payments made or amount payable because of the **bodily injury** under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.
  - d. any amount paid or payable under the Medical Expense coverage of this policy.
4. No **insured person** will be entitled to receive duplicate payments for the same elements of loss. Any amount **we** pay under this coverage to or for an **insured person** will be reduced by any payment made to that person under any other coverage of this policy.

## F. OTHER INSURANCE

1. Other Insurance
  - a. Other Policies Issued By **Us**  
If two or more policies are issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same accident, the total limits of liability under all such policies shall not exceed the highest applicable limit under any one policy.

## b. Other Coverage From Other Sources

If there is other similar insurance on a loss covered by this endorsement, **we** will pay **our** share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided by this endorsement for an **insured person** while **occupying** a vehicle **you** do not own is excess over any other similar insurance.

## G. ARBITRATION

**You** or **we** may make a written demand for arbitration. Any demand for arbitration or suit against **us** will be barred unless commenced within two years after the date of the accident. However, the time period to demand arbitration or file suit is extended two years beyond either the date the insurer of the owner or operator of the at-fault motor vehicle denies coverage or is declared insolvent by the responsible regulator. Each party will appoint and pay an arbitrator and will equally share other arbitration expenses. However, in no event shall the expense to the **insured person**, exclusive of fees for attorneys and expert witnesses, reduce recovery below the Illinois Safety Responsibility Law minimum limit. The two arbitrators will select a third. If, following a good faith effort by both arbitrators, a third arbitrator is not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

The arbitration shall take place in the county in which the **insured person** resides unless the parties agree to another place. **State** court rules governing discovery and disclosure of expert and medical options shall apply. The state rules of evidence will apply in all arbitration hearings. In cases where the insured is seeking damages under Uninsured Motor Vehicle Coverage for **bodily injury** up to but not in excess of the limits set forth in the Illinois Safety Responsibility Law, the rules as specified in Illinois Insurance Code 5/143a shall also apply.

The arbitrators will have no authority to award an amount in excess of the uninsured limits of liability. A written decision agreed to by two of the arbitrators will be binding on each party for the amount of **bodily injury** damages not exceeding the least of:

1. \$75,000 for one person in any one accident;
2. \$150,000 for two or more people in any one accident, subject to 1.
3. The limits shown for "**bodily injury**" on the Declarations.

If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

All other terms, agreements, conditions and agreements remain unchanged.

EXHIBIT 5

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2610-12101	Date: 01/07/2026
Total Bid or Proposal Amount: \$196,800.00	Contract Title: Policy And Intergovernmental Consulting Services
Contractor: Law Office of Brendan Shiller, LLC	Subcontractor/Supplier/ Subconsultant to be NA added or substitute:
Authorized Contact for Contractor: Brendan Shiller	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): brendanshiller@gmail.com	Email Address (Subcontractor):
Company Address (Contractor): 601 S CALIFORNIA AVE	Company Address (Subcontractor):
City, State and Zip (Contractor): CHICAGO, IL 60612	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 773-888-2008	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates 12/01/2025 - 11/30/2026 (Contractor):	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Law Office of Brendan Shiller, LLC

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Contractor  
Brendan Shiller


---

Name  
Partner

---

Title

---

 Prime Contractor Signature

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Date 1/7/2026

Contract No. 2610-12101  
Policy and Intergovernmental Consulting Services Agreement]

EXHIBIT 6

Certification for Consulting or Auditing Services



**COOK COUNTY  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

“Auditing” means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

“Consulting” means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

“Elected Official” means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State’s Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

“County” shall mean the offices which are administered by the President of the County Board.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

**SECTION 1: CONTRACTOR’S INFORMATION**

**COMPANY NAME:** Law Office of Brendan Shiller, LLC

**ADDRESS:** 601 S. California Ave., Chicago, IL 60612

**TELEPHONE:** 773-888-2006

**CONTACT NAME:** Brendan Shiller

**CONTACT EMAIL:** brendan@shillerlaw.com

**SECTION 2: AFFILIATE INFORMATION**

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

**AFFILIATE 1:** n/a

**AFFILIATE 2:** n/a

**AFFILIATE 3:** n/a

**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: 2610-12101
- b. The Contractor is providing the following type of Services:  Auditing or  Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:  
Office of the Chief Judge
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts?  Yes or  No  
If yes, please state the other Contract Number(s) and the Nature of Services.

**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

  
brendan shiller (Dec 2, 2025 12:16:30 CST)

Name (Type or Print)

Brendan Shiller

12/02/2025

Title

Date

EXHIBIT 7

Electronic Payables Program (“E-Payables”)

**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**

**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 161 N. Clark Street, Suite 1900, Chicago, IL 60601.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 8

Economic Disclosure Statement

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

601 S. California, Chicago IL 60612

\_\_\_\_\_

\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Law Office of Brendan Shiller

D/B/A: \_\_\_\_\_ FEIN # Only: 39-2299196

Street Address: 601 S. California

City: Chicago State: IL Zip Code: 60612

Phone No.: 773-888-2006 Fax Number: \_\_\_\_\_ Email: brendan@shillerlaw.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Brendan Shiller	1248 W. Carmen, Chicago, IL. 60640	99

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Brendan Shiller	1248 W. Carmen, Chicago, IL. 60640	Manager	10

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Brendan Shiller

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

Brendan@shillerlaw.com

E-mail address

Manager

Title

12/10/2025

Date

773-888-2006

Phone Number

Subscribed to and sworn before me  
this 10<sup>th</sup> day of Dec., 2025

My commission expires:

X

*John J. Preston Jr.*  
Notary Public Signature



Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*“Familial relationship”* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Law Office of Brendan Shiller

Address of Person Doing Business with the County: 1248 W. Carmen, Chicago, IL. 60640

Phone number of Person Doing Business with the County: 773-888-2006

Email address of Person Doing Business with the County: Brendan@shillerlaw.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Brendan Shiller Manager 773-888-2006

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2610-12101

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 196,800.00,

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Anna Epps, Lead Contract Negotiator

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Clifford Helm, General Counsel

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

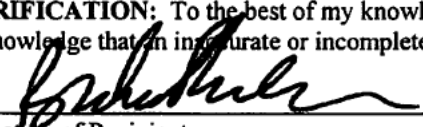
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

12/15/2025  
 \_\_\_\_\_  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2610-12101

County Using Agency (requesting Procurement): Office of Chief Judge

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Law Office of Brendan Shiller

Substantial Owner Complete Name: Brendan Shiller

FEIN# \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail address: Brendan@shillerlaw.com

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ Law Office of Brendan Shiller	_____ <i>Brendan Shiller</i>
_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ 12/10/2025	_____ 773-888-2006 Brendan@shillerlaw.com
_____ Date	_____ Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this  
10<sup>th</sup> day of December, 2025

\_\_\_\_\_  
*John J. Preston Jr.*  
Notary Public Signature

My commission expires:  
5/24/2028

\_\_\_\_\_  
Notary Seal



\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

**Raffi Sarrafian**

Digitally signed by Raffi Sarrafian  
Date: 2026.01.09 14:56:18 -06'00'

\_\_\_\_\_  
Cook County Chief Procurement Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

N/A

\_\_\_\_\_  
Assistant State's Attorney  
(Required on contracts over \$1,000,000)

\_\_\_\_\_  
Date

**CONTRACT TERM & AMOUNT**

2610-12101

\_\_\_\_\_  
Contract #

December 1, 2025 - November 30, 2026

Two (2) - 1 Year Options

\_\_\_\_\_  
Original Contract Term

\_\_\_\_\_  
Renewal Options (If Applicable)

\$196,800.00

\_\_\_\_\_  
Contract Amount

N/A

\_\_\_\_\_  
Cook County Board Approval Date (If Applicable)