

AMENDMENT NO. 1

This Amendment modifies Contract No. 2413-02051, for the Evaluation of the Supporting Education and Employment Development (SEED) Program by and between the County of Cook, Illinois, herein referred to as "County" and Public Policy Associates, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on May 15, 2025 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Evaluation of the SEED Program for the Cook County Justice Advisory Council (hereinafter referred to as the "Services") from June 1, 2025 through May 31, 2026, in an amount not to exceed \$203,402.04, with one, one-year (1) renewal option; and

Whereas, the Contract will expire May 31, 2026, and the agreed upon Services are still required; and

Whereas, pursuant to Article 10 Section C of the Contract, the County and Contractor desire to renew the Contract for four (4) months beginning on June 1, 2026 through September 30, 2026.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through September 30, 2026.
2. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, Certificate of Insurance, and Economic Disclosures Statement under Attachment A are incorporated and made a part of this Contract.
3. All other terms and conditions remain as stated in the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

In witness whereof and pursuant to authority of the Chief Procurement Officer the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2026.06.18 10:08:14 -05'00'

Date: _____

By: N/A
State's Attorney (if applicable)

Type or print name (if applicable)

Date: _____

Public Policy Associates, LLC


Signed

Terry A Gardner
Type or print name

CFO
Title

Date: 5/18/2026

ATTACHMENT A

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2413-02051	Date: 5-18-2026
Total Bid or Proposal Amount: 203,402	Contract Title: Evaluation of SEED program
Contractor: Public Policy Associates	Subcontractor/Supplier/ Subconsultant to be Christina Sansone added or substitute:
Authorized Contact for Contractor: Terry H Gardner	Authorized Contact for Subcontractor/Supplier/ Christina Sansone Subconsultant:
Email Address (Contractor): tgardner@publicpolicy.com	Email Address (Subcontractor): christina.n.sansone@gmail.com
Company Address 725 Prudden Street (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor): Lansing, MI 48906	City, State and Zip (Subcontractor): Chicago IL 60655
Telephone and Fax (Contractor): 517-485-4477	Telephone and Fax (Subcontractor): 312-375-0522
Estimated Start and Completion Dates 6/1/2025 - 9/30/2026 (Contractor):	Estimated Start and Completion Dates 6/1/2025 - 9/30/2026 (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>
project lead for qualitative data collection, analysis and reporting	\$46,250

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.**

Public Policy Associates

Contractor

Terry H Gardner

Name

CFO

Title

Prime Contractor Signature

5-18-2026

Date



MEMORANDUM

Date: May 20, 2026

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 2413-02051 Amendment No. 1
Justice Advisory Council (JAC)
RFP – Professional Services
Contractor: Public Policy Associates, LLC
Original Contract Value: \$203,402.04
Original Contract Term: 12 Months
Original Contract Term: June 1, 2025, through May 31, 2026
Amendment No. 1 increases the contract the term only (4 months) through September 30, 2026.
Participation Goal: 0% MBE, 0% WBE

Original Contract Value: \$203,402.04
Increase Amount: \$0
New Contract Value: \$203,402.04

Amendment No. 1 (06/1/2026 through 09/30/2026)

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-referenced contract amendment and has determined a **0% MBE** and **0% WBE** participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

JC/M

CC: Matthew Sermont (OCPO)
E. Carter (Justice Advisory Council)



PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Public Policy Associates, LLC
Contract No./Title: RFP 2413-02051

A. BIDDER/PROPOSER HEREBY REQUESTS:

<u>X</u> FULL MBE WAIVER	_____ PARTIAL MBE WAIVER
<u>X</u> FULL WBE WAIVER	_____ PARTIAL WBE WAIVER
<u>X</u> 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.
- X (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.

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.



CFO

5-18-2026

Signature and Title of Bidder/Proposer

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Rathbun Agency, Inc. 529 W Saginaw St Lansing, MI 48933	CONTACT NAME: Cheryl Grimes	
	PHONE (A/C, No, Ext): (517) 482-1316 FAX (A/C, No):	
	E-MAIL ADDRESS: Cheryl@rathbunagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allmerica Financial Benefit	41840
INSURED Public Policy Associates, LLC 725 Prudden St Lansing, MI 48906	INSURER B : Hanover Insurance Co.	22292
	INSURER C : Tokio Marine	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: EPLI	X	X	Z2HJ066829	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Each/Aggregate \$ 250,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	Z2HJ066829	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			Z2HJ066829	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WHHJ066825	7/1/2025	7/1/2026	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PE&O			LHHJ069430	7/1/2025	7/1/2026	Each/Aggregate 3,000,000
C	Cyber Liability			H23NGP217623-03	7/21/2025	7/21/2026	Each/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Consulting as per contract or Agreement with the Named insured. Workers Compensation covers MI, WI, IA, TX, PA, SC, CO, IL, NY States

See attached for Additional Insured and other forms

CERTIFICATE HOLDER

CANCELLATION

Cook County 161 N Clark Street Suite 2300 Chicago, IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Why We Are Using the Latest Acord 25 Certificate of Insurance

In September 2010, Acord revised the ACORD 25 Certificate of Insurance form. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form that you provide. Also, below is an Addendum Disclaimer regarding additional verbiage in the "Description Box".

- ACORD certificate forms must be filed and approved for use in our state. When a new form is approved, prior versions can no longer be used. Therefore, it is illegal for us to issue anything other than the currently approved ACORD form
- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the insured can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require
- For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of non-filed policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." Also, since our state requires ACORD forms to be filed, any alteration to a filed form would require its refiling. In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state requires the filing of all certificates of insurance and has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be in compliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.
- Description Box please note, "In accordance with the ACORD 25 form Instruction Guide, the Description of Operations Box will be used exclusively for the purposes described on the form – the description of the insured's operations to be performed, insured locations and insured vehicles if applicable." If we added the information that you want in this space, we go against the Michigan Insurance Code Chapter 22A and it puts us in an unfavorable position with the insurance company writing these policies, the Insurance Board and it will violate our agreement with our Professional Liability Insurance Carrier.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.



Benjamin Rathbun
529 W Saginaw, Lansing, MI 48933
Phone 517.482.1316
Fax 517.371.2218

Certificate Holder – Notice of Cancellation Changes

The Acord "Certificates of Liability Insurance" form has recently changed. One of the most notable changes is that the cancellation provision now reads:

"Should any of the above-described policies be cancelled before the expiration date therefore, notice will be delivered in accordance with the policy provision"

The insurance policy only provides notices of cancellation to the First Named Insured on the policy and does not provide notice of cancellation of a Certificate Holder.

Furthermore, the State of Michigan's Office of Financial and Insurance Regulation released Bulletin 2016-18-INS that states that insurance agents must not provide certificates that "revise or misrepresent the actual policy coverage." Producers violate the Code when they issue a Certificate of Insurance that misrepresents the insurance coverage provided under the insurance policy and are subject to administrative fines and license suspension or revocation. A copy of this bulletin can be found at:

www.michigan.gov/difs

Therefore, we cannot provide insurance certificate that implies that notice of cancellation will be sent to a Certificate Holder.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Rathbun", with a stylized, cursive flourish at the end.

Benjamin Rathbun

President

The Rathbun Agency, Inc.

517-482-1316

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES	Page
SECTION I – ADDITIONAL INSURED PROVISIONS	2
A. Automatic Additional Insured Provisions Including Primary and Non-contributory	2
4. Additional Insureds	2
a. Broad Form Vendors	3
b. Co-owner of Insured Premises	3
c. Controlling Interest	3
d. Mortgagee, Assignee, or Receiver	4
e. Grantor of Franchise	4
f. Lessor of Leased Equipment	4
g. Manager or Lessor of Premises	4
B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory	4
SECTION II – COVERAGE EXTENSIONS	5
A. Supplementary Payments Extension	5
B. Alienated Premises	5
C. Broad Form Property Damage Legal Liability	6
D. Broad Form Property Damage – Borrowed Equipment, Customers’ Goods, Use of Elevators	6
E. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics	6
F. Personal and Advertising Injury – Broad Form	6
G. Product Recall Expense Product Recall Expense Each Occurrence Limit \$25,000 Product Recall Expense Aggregate Limit \$50,000 Product Recall Deductible \$500	6
H. Who is an Insured Amended “Employees” Redefined Subsidiaries Newly Acquired or Formed Organizations – 180 Days	8
I. Limits of Insurance Amended: Aggregate Limits of Insurance Per Location Products-Completed Operations Aggregate – Twice the Each Occurrence Limit	9
J. Blanket Waiver of Subrogation	9
K. Unintentional Failure to Disclose Hazards	9
L. Unintentional Failure to Notify/Knowledge of an Occurrence	9
M. Medical Expenses – Three Years to Report	9

SECTION III – ADDITIONAL CONDITIONS	9
A. Liberalization	9
B. Concealment, Misrepresentation or Fraud	10
C. Insurance Under Two or More Coverages	10
SECTION IV – EXCLUSIONS	10
A. Coverage A – Bodily Injury and Property Damage Liability and Coverage B – Personal and Advertising Injury Exclusions	10
Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability	10
Aircraft Products, Grounding and Testing	10
Professional Services	11
Unmanned Aircraft	11
B. Coverage A – Bodily Injury and Property Damage and Coverage C – Medical Payments Exclusions	12
Nuclear Energy Liability	12
C. Amended Exclusion With Coverage Extension	13
Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft	13
SECTION V – AMENDED DEFINITIONS	13
“Bodily Injury”	14
“Products – Completed Operations Hazard”	14
“Property Damage”	14

SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

- 1. SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.
- 2.** However, the insurance afforded to such Additional Insured described below:
 - a.** Only applies to the extent permitted by law.
 - b.** Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.
 - c.** Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.
 - d.** Will not be broader than coverage provided to any other insured.

- e.** Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- f.** Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- 3.** The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:
 - a.** Required by the applicable written contract, agreement or permit, if any; or
 - b.** Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.
- 4. Additional Insureds**
The following persons or organizations qualify as additional insureds under this endorsement:

The following is added to **SECTION II – WHO IS AN INSURED**:

a. Broad Form Vendors

- (1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

- (2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a

container, part or ingredient of any other thing or substance by or for the vendor;

- (h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained within the exclusion in paragraphs (d) or (f) above; or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.

- (j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as

mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory, 4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or

the acts or omissions of those acting on your behalf, but only with respect to:

- a.** Premises you own, rent, lease or occupy;
 - b.** Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;
 - c.** "Your work" included in the "products-completed operations hazard", but only if:
 - (1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and
 - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- 2.** The insurance afforded to such additional insured described above:
- a.** Only applies to the extent permitted by law.
 - b.** Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.
 - c.** Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.
 - d.** Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
 - e.** Will not be broader than coverage provided to any other insured.
 - f.** Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
 - g.** Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - h.** Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - i.** Does not apply to any lessor of equipment after the equipment lease expires.
 - j.** Does not apply to any:
 - (1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense

is committed after the lease for the land expires; or

(2) Managers or lessors of premises if:

- (a)** The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
- (b)** The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- k.** Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1.** Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph 1. or
- 2.** Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph

1. is replaced by the following:

- 1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a.** All expenses we incur.

- b.** Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c.** The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions**, **j. Damage to Property**, paragraph **(2)** is replaced by the following:

- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability

The following is added to **SECTION III - LIMITS OF INSURANCE**, Paragraph **6**.

The Damages to Premises Rented to You Limit shown on the Declarations will apply to a claim because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily

occupied by you with permission of the owner. If the General Aggregate Limit shown on the Declarations is less than \$1,000,000, for the purpose of the Damages To Premises Rented to You coverage only, the General Aggregate Limit will be equal to the Damage to Premises Rented to You Limit shown on the Declarations. The Damage to Premises Rented to You Limit does not and should not be construed to increase the General Aggregate Limit except as provided in the limited circumstance described in this paragraph.

D. Broad Form Property Damage – Borrowed Equipment, Customers’ Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**:

Paragraph (4) does not apply to “property damage” to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to “property damage” to “customers’ goods” while on your premises.

Paragraphs (3), (4) and (6) do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:
 1. “Customers’ goods” means property of your customer(s) on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS, A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability** is deleted.

2. **SECTION V – DEFINITIONS, 14. “Personal and advertising injury”**, paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS, 14. “Personal and advertising injury”**:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

- (1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to an “employee”, nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. “Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for “personal and advertising injury” is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, n. Recall of Products, Work or Impaired Property** is replaced by the following:

- n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection,

repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

- (4) Failure of any products to accomplish their intended purpose;
 - (5) Breach of warranties of fitness, quality, durability or performance;
 - (6) Loss of customer approval, or any cost incurred to regain customer approval;
 - (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - (8) Caprice or whim of the insured;
 - (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or
 - (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn or recalled.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that

case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

You must see to it that the following are done in the event of an actual or anticipated “covered recall” that may result in “product recall expense”:

- (1) Give us prompt notice of any discovery or notification that “your product” must be withdrawn or recalled. Include a description of “your product” and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

5. For the purpose of this endorsement, the following definitions are added to SECTION V – DEFINITIONS:

1. “Covered recall” means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in “your product” has resulted or is reasonably expected to result in “bodily injury” or “property damage”.
2. “Product recall expense(s)” means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular “employees” for necessary overtime;
 - (4) Hiring additional persons, other than your regular “employees”;
 - (5) Expenses incurred by “employees” including transportation and accommodations;

- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of “your product”, but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid “bodily injury” or “property damage” as a result of such disposal,

you incur exclusively for the purpose of recalling “your product”; and

- b. Your lost profit resulting from such “covered recall”.

6. This Product Recall Expense Coverage does not apply:

- a. If the “products – completed operations hazard” is excluded from coverage under this Coverage Part including any endorsement thereto; or
- b. To “product recall expense” arising out of any of “your products” that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

1. SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional services.

2. Insured Employee Extension

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(a):

With respect to “bodily injury” only, the limitations above do not apply to your “employees” as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”.

3. Who is an Insured – Subsidiaries

The following is added to **SECTION II – WHO IS AN INSURED**:

Subsidiaries

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- c. Before you maintained an ownership interest or more than 50% in such subsidiary; or
- d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. Newly Acquired or Formed Organizations – 180 Days

SECTION II – WHO IS AN INSURED, paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

The General Aggregate Limits of Insurance apply separately to each of your "locations" owned by or rented to you. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

J. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. **Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards

existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph a.:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Coverage Part.

Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" of the insured knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" of the insured, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 1. **Insuring Agreement**, paragraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

C. Insurance Under Two or More Coverages

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

A. The following are added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraphs (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software), on hard or floppy disks, CD-

ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Aircraft Products, Grounding and Testing

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (a) "Aircraft products" or reliance upon any representation or warranty made with such product;
 - (b) The "grounding" of any aircraft; or
 - (c) The "testing" of any aircraft.
- (2) For purposes of this Exclusion, the following definitions apply:
 - (a) "Aircraft Products" means:
 - (i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;
 - (ii) Aircraft and any ground support or control equipment used in connection therewith;
 - (iii) Any product provided by the insured and installed or used in connection with any aircraft;
 - (iv) Any tooling used in respect to any aircraft;
 - (v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;
 - (vi) Any advice, service or labor supplied with any aircraft; or
 - (vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.
 - (b) "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:
 - (i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or

processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

- (ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

- (c) "Testing" means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

- (1) By any insured; or
- (2) On behalf of any insured; or
- (3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

- (4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
- (5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (6) Supervisory, inspection or engineering services;
- (7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;
- (8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;

- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (10) Services in the practice of pharmacy;

- (11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Unmanned Aircraft

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

- (a) The use of another's advertising idea in your "advertisement"; or
- (b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- (2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

- (a) Designed;
- (b) Manufactured; or
- (c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

- B. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions**:

Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

- (a)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (i)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (ii)** The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under **COVERAGE C – MEDICAL PAYMENTS, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.****(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:**

- (a)** The "nuclear material":
 - (i)** Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (ii)** Has been discharged or dispersed therefrom;
- (b)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c)** The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or

Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

- (a)** "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (b)** "Hazardous properties" include radioactive, toxic or explosive properties;
- (c)** "Nuclear facility" means:
 - (i)** Any "nuclear reactor";
 - (ii)** Any equipment or device designed or used for:
 - 1)** Separating the isotopes of uranium or plutonium;
 - 2)** Processing or utilizing "spent fuel"; or
 - 3)** Handling, processing or packaging "waste";
 - (iii)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (iv)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- (d)** "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- (e)** "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (f)** "Property damage" includes all forms of radioactive contamination of property.
- (g)** "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (h)** "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

- (i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (j) "Waste" means any waste material:
 - (i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - (ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (i) and (ii) of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance

or use of aircraft (other than "unmanned-aircraft") or watercraft; or

- (e) "Bodily injury" or "property damage" arising out of:

- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

- (ii) The operation of any of the following machinery or equipment:

- 1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

- (f) An aircraft (other than "unmanned aircraft") that is:

- (i) Chartered by, loaned to, or hired by you with a paid crew; and
- (ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, 3. "Bodily injury", 16. "Products – completed operations hazard", and 17. "Property damage" are replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

- 16. "Products – completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if

your contract calls for work at more than one job site.

- (c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or

unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

SCHEDULE

Insurance is provided with respect to those coverages for which a specific premium charge is shown:

Coverages	Premiums
Hired Auto Liability	\$ INCL
Non-owned Auto Liability	\$ INCL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement:**

Hired Auto Liability

If a specific premium charge is shown in the **SCHEDULE** above, coverage is extended to apply to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

Non-owned Auto Liability

If a specific premium charge is shown in the **SCHEDULE** above, coverage is extended to apply to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” by any person in the course of your business.

- B. For the purpose of coverage provided by this endorsement only, all exclusions are deleted with the exception of the following:

- With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected Or Intended Injury, d. Workers' Compensation And Similar Laws, f. Pollution, i. War, and o. Personal And Advertising Injury;** and
- With respect to the **SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT,**

SECTION IV – EXCLUSIONS, B. Nuclear Energy Liability.

- C. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions:**

Contractual Liability

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- That the insured would have in the absence of the contract or agreement; or
- Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

Employer’s Liability

“Bodily injury to:

- An “employee” of the insured arising out of and in the course of:
 - Employment by the insured; or
 - Performing duties related to the conduct of the insured's business; or
- The spouse, child, parent, or sibling of that “employee” as a consequence of paragraph (1)(a) and (1)(b) above.
- This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.
- (4) This exclusion does not apply to:
- (a) Liability assumed by the insured under an "insured contract"; or
 - (b) "Bodily injury" arising out of and in the course of "domestic service employment" by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

Damage to Property

"Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.
- D. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II – WHO IS AN INSURED** is replaced by the following:

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. With respect to a "non-owned auto":
 - (1) Any volunteer, partner, member, "executive officer" or trustee of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs a., b. or c. above.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment, or to the spouse, child, parent, or sibling of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who

must pay damages because of the injury;

- b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; and/or
 - e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- E. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is replaced by the following:

4. Other Insurance

For the coverage afforded, this insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

- F. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION V – DEFINITIONS, 9. "Insured contract"**:
- A contract or agreement entered into, as part of your business, pertaining to the rental or lease by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- G. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION V – DEFINITIONS**:
1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 2. "Domestic service employment" means services of a household nature performed by an employee in or about a private home

(permanent or temporary). "Domestic service employment" does not include home health aides and personal care aides if the employer for such services is outside the private home.

3. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
4. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

SCHEDULE

Insurance is provided with respect to those coverages for which a specific premium charge is shown:

Coverages	Premiums
Hired Auto Liability	\$ INCL
Non-owned Auto Liability	\$ INCL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement:**

Hired Auto Liability

If a specific premium charge is shown in the **SCHEDULE** above, coverage is extended to apply to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

Non-owned Auto Liability

If a specific premium charge is shown in the **SCHEDULE** above, coverage is extended to apply to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” by any person in the course of your business.

- B. For the purpose of coverage provided by this endorsement only, all exclusions are deleted with the exception of the following:

- With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected Or Intended Injury, d. Workers' Compensation And Similar Laws, f. Pollution, i. War, and o. Personal And Advertising Injury;** and
- With respect to the **SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT,**

SECTION IV – EXCLUSIONS, B. Nuclear Energy Liability.

- C. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions:**

Contractual Liability

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- That the insured would have in the absence of the contract or agreement; or
- Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

Employer's Liability

“Bodily injury to:

- An “employee” of the insured arising out of and in the course of:
 - Employment by the insured; or
 - Performing duties related to the conduct of the insured's business; or
- The spouse, child, parent, or sibling of that “employee” as a consequence of paragraph (1)(a) and (1)(b) above.
- This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.
- (4) This exclusion does not apply to:
- (a) Liability assumed by the insured under an "insured contract"; or
 - (b) "Bodily injury" arising out of and in the course of "domestic service employment" by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

Damage to Property

"Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.
- D. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II – WHO IS AN INSURED** is replaced by the following:

SECTION II – WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. With respect to a "non-owned auto":
 - (1) Any volunteer, partner, member, "executive officer" or trustee of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs a., b. or c. above.
- 2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment, or to the spouse, child, parent, or sibling of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who

must pay damages because of the injury;

- b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; and/or
 - e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- E. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is replaced by the following:

4. Other Insurance

For the coverage afforded, this insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

- F. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION V – DEFINITIONS, 9. "Insured contract"**:
A contract or agreement entered into, as part of your business, pertaining to the rental or lease by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- G. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION V – DEFINITIONS**:
 - 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 - 2. "Domestic service employment" means services of a household nature performed by an employee in or about a private home

(permanent or temporary). "Domestic service employment" does not include home health aides and personal care aides if the employer for such services is outside the private home.

3. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
4. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CYBER LIABILITY COVERAGE PART
 DATA BREACH COVERAGE PART
 DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
 EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
 ERRORS AND OMISSIONS LIABILITY COVERAGE PART
 INLAND MARINE COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY COVERAGE PART
 FOLLOW FORM EXCESS AND UMBRELLA POLICY

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Cook County	161 N Clark Street, Suite 2300 Chicago il60601	30

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(ies) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(ies) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(ies) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(ies) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**Cook County
Office of the Chief Procurement Officer**

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Public Policy Associates LLC

Contract #: RFP 2413-02051

Address: 725 Prudden Street

City: Lansing

County: Inham

State: Michigan

Zip: 48906

Phone: 517-485-4477

Email: tgardner@publicpolicy.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

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

This recertification is being submitted in connection with

Contract Name: Evaluation of the SEED program

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated October 2024 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- ☒ Certifications (SECTION 2), if applicable, as updated on:
- ☒ Economic and Other Disclosures (SECTION 3), if applicable, as updated on:
- ☒ Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:
- ☒ Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:
- ☐ Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:
- ☒ Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

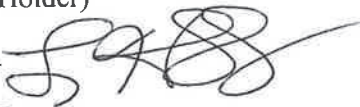
By: Terry H Gardner

Date: May 18, 2026

(Print or type legal name of Applicant/Holder)

Terry H Gardner

Digitally signed by Terry H Gardner
Date: 2026.05.18 12:49:21 -04'00'



President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

Terry H Gardner

Title of signatory:

CFO

Subscribed and sworn to before me on this 18 day of May, 2026

Notary Public Signature



Seal:

JENNIFER L. O'NEAL
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 29, 2029
Acting in the County of Ingham



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:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ Parent | ☐ Grandparent | ☐ Stepfather |
| ☐ Child | ☐ Grandchild | ☐ Stepmother |
| ☐ Brother | ☐ Father-in-law | ☐ Stepson |
| ☐ Sister | ☐ Mother-in-law | ☐ Stepdaughter |
| ☐ Aunt | ☐ Son-in-law | ☐ Stepbrother |
| ☐ Uncle | ☐ Daughter-in-law | ☐ Stepsister |
| ☐ Niece | ☐ Brother-in-law | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Public Policy Associates, LLCAddress of Person Doing Business with the County: 725 Prudden Street, Lansing, MI 48906Phone number of Person Doing Business with the County: 517-48 54477Email address of Person Doing Business with the County: tgardner@publicpolicy.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:

Terry H Gardner, CFO, 725 Prudden Street, Lansing MI 48906, 517-485-4477 tgardner@publicpolicy.com

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 proceeding 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: 2413-02051

Evaluation of the Cook County SEED program

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 203,402.04

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: _____

Matthew Sermont, Lead Contract Negotiator, matthew.sermont@cookcountyil.gov

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: _____

Ali Abid, Program Manager ali.abid@cookcountyil.gov

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.

X ☒ 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*

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

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

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial Relationship*

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.

Terry Gardner

Signature of Recipient

5-18-2026

Date _____

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

EDS-12

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

Section	Description	Pages
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.

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.

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.

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:

Applicant is not a local business, however our subcontractor (Christina Sansone) is with an
 address in Chicago as noted on her resume attached to the application.

- 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:

NONE

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 Public Policy Associates, LLC

D/B/A: _____ FEIN # Only: 88-2431730

Street Address: 119 Pere Marquette, Ste 1C

City: Lansing State: MI Zip Code: 48912

Phone No.: 517-485-4477 Fax Number: 517-485-4488 Email: tgardner@publicpolicy.com

Cook County Business Registration Number: TO BE OBTAINED IF AWARDED THE CONTRACT
(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) Limited Liability Company

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
Robert D Fowler	119 Pere Marquette, Lansing MI 48912	73%
Terry H Gardner	119 Pere Marquette, Lansing, MI 48912	25%

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
Robert D Fowler	119 Pere Marquette, Lansing, MI 48912	CEO	n/a
Terry H Gardner	119 Pere Marquette, Lansing MI 48912	CFO	n/a
Colleen Graber	119 Pere Marquette, Lansing MI 48912	COO	n/a
DAN QUINN	119 Pere Marquette, Lansing MI 48912	CSO	N/A

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

Terry H Gardner

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

tgardner@publicpolicy.com

E-mail address

CFO

Title

10-9-2024

Date

248-877-0001

Phone Number

Subscribed to and sworn before me
this 9th day of October 2024

X

Notary Public Signature

My commission expires: November 29, 2029

Notary Seal

JENNIFER L. O'NEAL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 29, 2029
Acting in the County of Ingham



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:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ Parent | ☐ Grandparent | ☐ Stepfather |
| ☐ Child | ☐ Grandchild | ☐ Stepmother |
| ☐ Brother | ☐ Father-in-law | ☐ Stepson |
| ☐ Sister | ☐ Mother-in-law | ☐ Stepdaughter |
| ☐ Aunt | ☐ Son-in-law | ☐ Stepbrother |
| ☐ Uncle | ☐ Daughter-in-law | ☐ Stepsister |
| ☐ Niece | ☐ Brother-in-law | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Public Policy Associates, LLCAddress of Person Doing Business with the County: 119 Pere Marquette, Ste 1C, Lansing MI 48912Phone number of Person Doing Business with the County: 517-485-4477Email address of Person Doing Business with the County: tgardner@publicpolicy.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:

Terry Gardner, CFO tgardner@publicpolicy.com

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 proceeding 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: _____

RFP 2413-02051 Evaluation of the SEED Program for the Cook County Justice Advisory Council

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 203,402.04

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: _____

Luis Cabrera

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: _____

Ali Abid

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*
NA			

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*
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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*
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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.



October 8, 2024

Signature of Recipient

Terry A Gardner CFO

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: RFP 2413-02051

County Using Agency (requesting Procurement): Cook County Justice Advisory Council

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Public Policy Associates, LLC

Substantial Owner Complete Name: Terry H Gardner

FEIN# 88-2431730

Date of Birth: [REDACTED] E-mail address: tgardner@publicpolicy.com

Street Address: 119 Pere Marquette, Ste 1C

City: Lansing State: MI Zip: 48912

Home Phone: [REDACTED]

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	<i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,</i>	YES or NO
No	<i>Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,</i>	YES or NO
No	<i>Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,</i>	YES or NO
No	<i>Employee Classification Act, 820 ILCS 185/1 et seq.,</i>	YES or NO
No	<i>Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,</i>	YES or NO
No	<i>Any comparable state statute or regulation of any state, which governs the payment of wages</i>	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**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

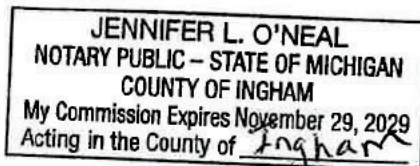
Signature: [Signature] Date: October 9, 2024

Name of Person signing (Print): Terry H Gardner Title: CFO

Subscribed and sworn to before me this 9th day of October, 20 24

X [Signature] Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



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).

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"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: RFP 2413-02051

County Using Agency (requesting Procurement): Cook County Justice Advisory Council

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Public Policy Associates, LLC

Substantial Owner Complete Name: Robert D Fowler

FEIN# 88-2431730

Date of Birth [REDACTED] Email address: rfowler@publicpolicy.com

Street Address: 119 Pere Marquette, Ste 1C

City: Lansing State: MI Zip: 48912

Home Phone [REDACTED]

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 | <i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,</i> | YES or NO |
| ☐ NO | <i>Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,</i> | YES or NO |
| ☐ NO | <i>Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,</i> | YES or NO |
| ☐ NO | <i>Employee Classification Act, 820 ILCS 185/1 et seq.,</i> | YES or NO |
| ☐ NO | <i>Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,</i> | YES or NO |
| ☐ NO | <i>Any comparable state statute or regulation of any state, which governs the payment of wages</i> | 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**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- ☐ There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- ☐ Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- ☐ Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- ☐ Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Robert D. Fowler Date: 10/09/2024

Name of Person signing (Print): Robert D Fowler Title: CEO

Subscribed and sworn to before me this 9th day of October, 2024

X JENNIFER L. O'NEAL Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

JENNIFER L. O'NEAL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 29, 2029
Acting in the County of Ingham

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

Public Policy Associates, LLC

LLC Name

10-9-2024

Date

*Member/Manager Printed Name and Signature

248-877-0001 tgardner@publicpolicy.com

Telephone and Email

Execution by Partnership/Joint Venture

Public Policy Associates LLC

Partnership/Joint Venture Name

10-9-2024

Date

*Partner/Joint Venturer Printed Name and Signature

517-485-4477 RFowler@publicpolicy.com

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

9th day of October, 2024

Notary Public Signature

Notary Seal

My commission expires: November 29, 2029

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.

JENNIFER L. O'NEAL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 29, 2029
Acting in the County of Ingham