REQUEST FOR PROPOSALS NO. 21-019
RECODIFICATION SERVICES, PUBLICATION AND SUPPLEMENTAL SERVICES
FOR THE MUNICIPAL CODE AND LAND DEVELOPMENT CODE OF THE VILLAGE OF
ORLAND PARK, ILLINOIS

Due date: March 19, 2021

Quote valid for 90 days

James Bonneville
National Legal Sales Director
Office: 800-262-2633 ext. 7009
Direct: 651-262-6262
Email JBonneville@municode.com
PO Box 2235 Tallahassee, FL 32316

LETTER OF INTEREST

March 19, 2021

Ms. Nicole Merced
Purchasing Coordinator
Village of Orland Park
Office of the Village Clerk
2nd Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

submitted via BidNet Direct March 19, 2021

Ms. Merced:

Thank you for the opportunity to respond to the Village's Request for Proposals (RFP) No. 21-019 for Recodification Services, Publication and Supplemental Services for the Municipal Code and Land Development Code of the Village of Orland Park, Illinois. We understand that the Village is seeking the services of an experienced codifier to analyze the current Municipal Code and Land Development Code, together with any uncodified legislation, in order to create a new Municipal Code and new Land Development Code that are complete, current, free of internal conflicts and inconsistencies, in conformity with the laws of the State of Illinois and readily accessible to staff and citizens.

With over 70 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,000 municipalities throughout the United States (including over 200 clients in Illinois) and host over 3,700 municipal codes online. Our website, MunicodeNEXT is the only code platform to offer features such as CodeBank, CodeBank Compare, eNotify, OrdLink, OrdBank, MuniDocs and MuniPro as a smooth and integrated user experience for local governments and their citizens.

In addition to codification services, we provide a "circle of governance" that offers website design, meetings management and document archival tools in one seamless experience. Customers who trust Municode with their online codes, meetings software, and municipal website enjoy a unified search engine and integration of the Meetings, Web, and Code Hosting platforms. From the Meetings platform, agendas and minutes can automatically be uploaded to the website and ordinances can be sent to Municode for codification with permanent links created within the code for the ordinances and the specific meeting from which the legislation was adopted, via our OrdBank service.

This proposal outlines the scope of services and costs for the recodification of the Village's Municipal Code and Land Development Code. We've also provided the pricing and scope of services for continuing to maintain the new Codes via supplement services and online hosting via MunicodeNEXT and encourage you to visit our corporate website to review our full suite of services: https://www.municode.com/

If you have any questions or need additional information regarding our proposal, please contact National Legal Sales Director James Bonneville (JBonneville@municode.com, 651-262-6262). It would be our pleasure to be of service to the **Village of Orland Park!**

Sincerely,

Bob Geiger
Vice President of Sales
Phone: 850-692-7132
bgeiger@municode.com

GovTech 100 GovTech Top 100 Innovators 2016 - 2020

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CONNECTING YOU & YOUR COMMUNITY

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EXPERIENCE – CODIFICATION EXPERIENCE & REFERENCES

Incorporated in 1951, Municode is the oldest and most experienced codifier in the nation. We recently completed complex recodifications of the Cities of **Detroit, Michigan and Richmond, Virginia's** Codes and are fortunate to have been awarded codification RFP's in recent years from clients including **Pekin**; **Lake in the Hills; Trenton; Indian Head Park, Highland Park, and Elgin, Illinois.** We are pleased to provide the following Illinois clients as references, and we invite you to contact them for an assessment of our services.

Pekin, Illinois (Population: 32,846) 111 S. Capitol St. Pekin, IL 61554
Project Type: Recodification, Supplementation and Electronic Publishing
Years of Service: 2018 to present
Ms. Sue McMillan, City Clerk (309) 478-5357 smcmillan@ci.pekin.il.us
Services provided: In 2018 we were awarded the City's 2018 RFP for recodification services. The new Code has subsequently been published in print and online. The City utilizes our MyMunicode online feature bundle, which includes CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPRO and a custom online Code banner.
Online Code: https://library.municode.com/il/pekin/codes/code_of_ordinances

Chicago Ridge, Illinois (Population: 14,153) 10455 S. Ridgeland Ave. Chicago Ridge, IL 60415
Project Type: Recodification, Supplementation and Electronic Publishing
Years of Service: 1997 to present
Ms. Judy King, Secretary to Mayor (708) 425–7700 jking@chicagoridge.org
Services provided: We recodified the Village's code in 1997 and then again in 2014 and provide hard copy supplements to the Village on an annual basis. Ordinances are posted online in between supplements in PDF format. The Village also utilizes our CodeBank service. We publish the Code in print and on the internet.
Online Code: https://library.municode.com/il/chicago_ridge/codes/code_of_ordinances

Cook County, Illinois (Population: 5.15M) 118 N Clark St, Room 567 Chicago, IL 60602
Project Type: Recodification, Supplementation and Electronic Publishing
Years of Service: 2003 to present
Ms. Lynne Turner, Deputy City Secretary (312) 603-2018 lynne.turner@cookcountyil.gov
Mr. Timothy Casey, Director, Legislative Reference Svc. (312) 603-1168 Timothy.Casey@cookcountyil.gov
Ser*vices provided:* We contracted with the County for the recodification of the Code in 2003. Since that time, we have been publishing and maintaining the Code and the Forest Preserve District Code in print and online. We provide printed supplements on a regular basis upon request for both publications. The Code and its supplements are also provided in PDF format upon request. The County utilizes our CodeBank and CodeBank Compare + eNotify features. Ordinances are posted online in PDF format in between supplements via OrdBank,
Online Code: https://library.municode.com/il/cook_county

Highland Park, Illinois (Population: 29,763) 1707 St. Johns Ave. Highland Park, IL 60035
Project Type: Republication, Supplementation and Electronic Publishing
Years of Service: 2016 to present
Ms. Ashley Palbitska, MBA, Deputy City Clerk (847) 926-1034 apalbitska@cityhpil.cpm
Ser*vices provided:* In 2016 we were awarded the City's RFP for conversion and republication of the Code. The Code is currently supplemented in print three times a year. Ordinances are posted online in PPD format between supplementations via OrdBank. The City utilizes our MyMunicode online feature bundle, which includes CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPRO and a custom online Code banner.
Online Code: https://library.municode.com/il/highland_park/codes/code_of_ordinances

Schaumburg, Illinois (Population: 73,509) 101 Schaumburg Court Schaumburg, IL 60193
Project Type: Republication, Supplementation, MyMunicode and Electronic Publishing
Years of Service: 2011 to present
Ms. Renee Romanowski, Executive Secretary (847) 923-4705 Rromanowski@villageofschaumburg.com
Services provided: We republished the Village's Code in 2011. The Code is supplemented electronically on a monthly basis. The Village utilizes the MyMunicode online feature bundle, which includes CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPRO and a custom online Code banner. We also publish and maintain the Village's policy manual online via MunicodeNEXT.
Online Code: https://library.municode.com/il/schaumburg/codes/code_of_ordinances

EXPERIENCE – ILLINOIS CODIFICATION CLIENTLIST

Illinois Codification Clients

*Clients whose codes are posted on our website at www.municode.com

*Alsip
*Amboy
Arlington Heights
Aroma Park
Ashland
Ashton
*Auburn
*Aurora
*Bartonville
*Beardstown
Beaverville
*Belvidere
Bolingbrook
*Boone County
*Bourbonnais
Braceville
*Bradley
*Braidwood
*Brookfield
Brookport
*Buffalo Grove
*Burbank
*Burnham
Burr Ridge
*Byron
*Calumet City
*Carlyle
*Carpentersville
*Cary
*Casey
*Centralia
*Champaign
*Cherry Valley
Chicago
*Chicago Heights
*Chicago Ridge
*Chillicothe
*Cicero
*Clifton
*Collinsville
*Cook County
Country Club Hills
*Creston
*Crete
*Davis Junction
*DeKalb County
Downers Grove
*DuPage County
*Earlville
*East Hazel Crest
*East Peoria
*East St. Louis
*Edwardsville
*Effingham
Elgin
*Elmhurst
*Eureka
*Evanston
Fairmont City
*Ford Heights
*Fox Metro Water Reclamation District
*Franklin Park
*Freeburg
Geneseo
*Geneva
Georgetown
Gilberts
*Gilman
Glasford
Glen Ellyn
*Glenview
*Glenwood
*Godfrey
*Granite City
*Grayslake
Greenup
*Gurnee
*Hainesville
*Hanover Park
*Harwood Heights
*Havana
*Hazel Crest
*Highland
*Highland Park
*Hillcrest
*Hillside
*Hinckley
*Hoffman Estates
Homewood
*Indian Head Park
*Jacksonville
*Joliet
Kankakee
*Kankakee County
*Kingston
Ladd
Lake in the Hills
*Lansing
*Lebanon
*Lemont
*Libertyville
*Livingston County
*Lombard
*Loves Park
*Lyndon
*Lynwood
Macomb
Malta
*Mark
*Marshall
*Mascoutah
*McCook
*McCullom Lake
*Melrose Park
*Metamora
*Monmouth
*Montgomery
*Morris
*Morrison
Morton Grove
*Mount Carmel
Mt. Zion
*Mundelein
*Naperville
*Neoga
*New Lenox
*Niles
*Norridge
*North Aurora
*North Chicago
*North Riverside
*Northbrook
*Oglesby
*Olympia Fields
Onarga
*Oregon
Oswego
*Ottawa
*Palos Hills
Palos Township
*Pana
*Park City
*Park Forest
*Park Ridge
Pekin
*Peoria
*Peoria County
*Peru
*Phoenix
*Plainfield
*Pontiac
Poplar Grove
*Prophetstown
*Rantoul
Rochelle
*Rock Falls
*Rockdale
*Rockford
*Rolling Meadows
Roscoe
*Roselle
*Round Lake
*Round Lake Beach
*Round Lake Heights
*Round Lake Park
Rushville
*Salem
Sandwich
*Sangamon County
*Sauk Village
*Savoy
*Schaumburg
*Silvis
*Skokie
*South Beloit
*South Chicago Heights
*South Holland
*Springfield
*Steger
*Sterling
*Stickney
*Stillman Valley
*Streator
Summit
*Sun River Terrace
*Tampico
Trenton
*University Park
*Urbana
*Vandalia
*Vernon Hills
*Villa Park
*Volo
*Walnut
*Wauconda
*Waukegan
*West Chicago
*West Frankfort
*Westchester
*Westmont
*Wheaton
*Wheeling
*Whiteside County
Willow Springs
Wilmette
*Wilmington
*Winnebago County
Wonder Lake
Yorkville
*Zion

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OPERATING HISTORY

History, Mission, and Team

With over 70 years of experience, Municode's mission is to strengthen democracy by connecting public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, a document archival tool and a robust suite of online legislative search tools.

We are the only codifier to offer Self-Publishing Software for clients who prefer to maintain their Codes, Policies and Procedures, Employee Handbooks and other publications online for a fixed annual cost. Please see ***pages 16 and 17*** to review all additional services available from Municode

Municode partners with more than 4,000 government agencies across all fifty states and is a privately-owned and financially sound corporation. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees. As a result, our clients can establish a long-term partnership with our experienced and stable workforce.

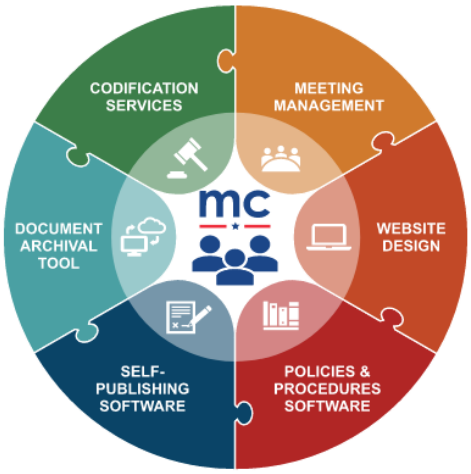
We are home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. We have regional offices located in Oregon and Utah. Other office locations include Arizona, California, Georgia, Kentucky, Minnesota, New Hampshire, North Carolina, South Carolina, Texas, Virginia, and Washington.

Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Charles P. ("Chip") Cicchetti
Corporate Banking, Senior Vice President
PH: (850) 425-6154 Cell: (850) 766-1373
Charles.Cicchetti@hancockwhitneybank.com

October 26, 2020

Re: Municipal Code Corporation

To whom it may concern:

I am pleased to provide an unqualified reference for Municipal Code Corporation, based upon their financial stability, longevity of operations (70 years), the character and depth of their management team and their proven operating expertise & ability to adapt over time to the changing technological environment.

As noted above, the company has been based in Tallahassee for seventy (70) years and Hancock Whitney Bank is extremely pleased to be associated with them. The company maintains a significant depository relationship in the very high seven (7) to low eight (8) figures and also an outstanding credit relationship in the mid seven (7) figures, both of which have been maintained in full accordance with all banking agreements. To that end, Hancock Whitney is poised to expand both our depository and credit relationship as Municipal Code Corporation needs warrant. Quite simply the strength of Municipal Code that is reflected in their extremely strong financial statements makes all of the above feasible.

Municipal Code's board is composed of preeminent Tallahassee business leaders and works in concert with Municipal Code's management to develop company associates capabilities while seeking to consistently expand and round out the products & services Municipal Code provides to its more than four thousand (4,000) municipality clients across the country. Municipal Code provides all this while maintaining stout production facilities, state of the art equipment & technology and the staff to deliver said projects on time and budget.

On behalf of Hancock Whitney, I am very pleased to serve as a reference for Municipal Code Corporation.

Please feel free to contact me with any follow up questions.

Sincerely,

Charles P. Cicchetti

Charles P, Cicchetti
Senior Vice President

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QUALIFICATIONS - OUR TEAM

Eric Grant, President

Eric Grant is President of Municipal Code Corporation (Municode). Eric joined the Municode team in 2007 after receiving his Juris Doctorate from the University of Virginia School of Law, and becoming a member of the Florida Bar, Eric served as a Tank Platoon Commander in the United States Marine Corps. As President of Municode, Eric has helped the company achieve increased levels of growth both in Municode's traditional line of business and into new verticals.

Phillip Claiborne, Chief Information Officer/Chief Operating Officer

Our IT team is led by our Chief Information Officer/Chief Operating Officer, Phillip Claiborne, whose staff of 17 web application developers and system administrators is dedicated to remaining the industry's leader for technological advances in our field. They maintain and routinely enhance our website, MunicodeNEXT to create new ways to make your Code as transparent and informative as possible.

Julie Lovelace, Vice President of Code Department

Our Code Department is led by Julie Lovelace, Vice President of Codes. Julie has over 27 years of experience in local government law and ensures that our final legal products meet Municode's demanding standards. With the combined expertise of Julie and her team of seasoned codification attorneys, our Code Department has successfully completed well over 4,300 intricate codification, recodification and Legal Review projects.

Tassy Spinks, Vice President of Supplement Department

Our full-service Supplement team is led by Vice President of Supplements, Tassy Spinks, whose 14 professional legal editorial teams work diligently to ensure that our clients receive the timeliest and most accurate supplements possible, with the highest quality of printed publications originating directly from the printing facility located in our Tallahassee headquarters.

Bob Geiger, Vice President of Sales

Bob Geiger is the Vice President of Municode's national sales executive team, coordinating and managing the sales efforts for all Municode product divisions. Bob is a graduate of Boston University and the United States Naval Academy (Annapolis) where he served as the Honor Chairman, later managing the Marine Corps' official website and various national marketing initiatives. Prior to joining Municode in 2018, Bob founded a successful and innovative hydration company for recreation and US military use

Steffanie Rasmussen, Vice President of Client Services

Steffanie Rasmussen, Municode's Vice President of Client Services, directly oversees our customer service staff. Steffanie earned her M.S. in Industrial & Organizational Psychology from Kansas State University and a B.S.in Business Psychology and a certificate in Performance Management from Florida State University. Steffanie joined the Municode team in 2010 and specializes in nurturing new contracts from pre-contract negotiations to web ongoing support.

James Bonneville, National Legal Sales Director

National Legal Sales Director James Bonneville earned his B.A. in Political Science from the University of Minnesota. James resides in Stillwater, Minnesota and has over 25 years of experience working in governmental sales with an emphasis on codification services. James directs Municode's national Legal Sales team and is always available to offer innovative solutions tailored to your unique community's needs.

QUALIFICATIONS – RESUMES OF IN-HOUSE LEGAL COUNSEL

Our Code Department is led by Vice President of Codes, Julie Lovelace. The majority of our full-time codification attorneys have an average of over 20 years of professional codification experience with Municode. We've included biographies of some of our most experienced codification attorneys below. In addition to these staff attorneys, our Chairman of the Board and C.E.O. Lawton Langford, our Company President W. Eric Grant, and recently retired Chief Operating Office Rick Grant (now a Board Member) are also attorneys with many years of professional codification experience and are an integral part of the Municode leadership team.

Julie E. Lovelace, Esq., Vice President of Codes, B.A., University of North Carolina - Chapel Hill; J.D., Samford University Cumberland School of Law; 30 years of experience in local government law (11 years as Senior Assistant County Attorney for Leon County, Florida, 14 years in private practice); member of the Florida Bar. Also admitted to practice before the U.S. Court of Appeals for the Eleventh Circuit, U.S. District Court for the Middle District of Florida and U.S. District Court for the Northern District of Florida. She has overall supervision of the legal work of all Code projects and ensures that the final product is up to Municode's demanding standards.

Alyce A. Whitson, Esq., B.A., University of South Florida; J.D., University of Florida; more than 48 years of experience in local government law; Member of Florida Bar. Alyce has completed Codes and various other legal projects throughout the United States.

Roger D. Merriam, Esq., B.A., Mercer University; J.D., Emory University; more than 43 years of experience in local government law; Member of Florida Bar. Roger has reviewed Codes and completed various other legal projects in all 50 states.

Daniel F. Walker, Esq., B.S., Florida Southern College; J.D., Georgia State University College of Law. 8 years of private practice; 19 years of experience in local government law. Active member of Florida and South Carolina Bars, also admitted to practice before the Supreme Court of the United States and the U.S. Court of Appeals for the Armed Forces. Dan has completed over 265 Code projects throughout the United States.

Jim Jenkins, Esq., B.A., Eckerd College; J.D., University of Maryland School of Law; Former Appellate Attorney and Trial Prosecutor for the Kings County District Attorney's Office, Brooklyn, New York; 25 years of experience in complex legal research and litigation; 15 years of experience in local government law. Jim has completed Codes in multiple states across the nation.

Sandra S. Fox, Esq., B.A. (Summa Cum Laude) Florida State University; J.D. (Magna Cum Laude), Florida State University; 13 years of experience in local government law; 13 years of experience in legal research and writing. Sandra has completed over 200 Codes and various other legal projects throughout the United States.

Mary Margaret Bielby, Esq., B.A. (cum laude), Florida State University; Masters Certificate in Project Management, Florida State University; J.D., Samford University Cumberland School of Law. Experience in local government law and civil and criminal law at the federal level. Member of the Florida Bar. Mary Margaret joined Municode in 2015 and has completed Codes in Alabama, Georgia, Florida, Louisiana, Michigan, Oklahoma and Ohio.

Susan Hartmann Swartz, Esq., B.A., Florida State University (obtained in two years); J.D., Florida State University; M.F.A., Florida State University. Florida Bar member since 1983; admitted to Eleventh Circuit Court of Appeals and Middle District of Florida. Extensive appellate and trial experience. Five years of experience in local government law, including with city, county, boards and commissions, and as hearing officer.

Primary Contact Information

Legal Director of Sales **James Bonneville** looks forward to answering any questions the Village may have regarding this proposal and can demonstrate our MunicodeNEXT online capabilities to all interested staff and officials via webinar. James resides in Stillwater, Minnesota and has over 25 years of experience working in governmental sales. As Municode's Legal Sales Director, James travels throughout his region often, ensuring that his clients receive excellent customer service.

Vice President of Codes **Julie Lovelace**, will be the Village's main point of contact during the recodification of the Code. Julie has over 27 years of experience in local government law and overall supervision of all codification and recodification projects. Your project will be assigned to a Municode attorney who is intricately familiar with the laws of the state of Illinois.

Vice President of Client Services **Steffanie Rasmussen** leads a customer service team who will always be available to answer questions, share information and assist the Village in ensuring that your newly recodified Code is well maintained in the years to come. Operating out of our Tallahassee headquarters since 2010, Steffanie has managed codification contracts for over 1,000 very satisfied Municode customers.

James Bonneville
National Legal Sales Director
Phone: (651) 262-6262
Email: JBonneville@municode.com

Julie Lovelace
Vice President of Codes
Phone: 800-262-2633 ext. 1697
Email: JLovelace@municode.com

Steffanie W. Rasmussen
Vice President of Client Services
Phone: (800) 262-2633 ext. 1148
Email: steff@municode.com

SCOPE OF SERVICES – RECODIFICATION SERVICES

Scope of Services Summary

We have reviewed the Village's RFP, including the sample contract, Terms and Conditions, Scope of Services, Insurance Requirements and the Addendum (Q and A Document 1) as published on Bidnet Direct. We have provided a sample Certificate of Insurance for the Village's review as ***Attachment C.*** If fortunate enough to be awarded the Village's RFP, we may request that the Village consider minor industry-specific revisions to the sample contract provided in the RFP. We are excited about the possibility of working with the Village of Orland Park and confident that Municode can meet and exceed your expectations for the recodification and future maintenance of both Codes!

During the recodification process, an experienced Municode codification attorney will review, analyze and recodify the existing Municipal Code and Land Development Code of the Village of Orland Park in order to create a well-organized, legally sound and professionally edited Code of Ordinances/Land Development Code that is free of internal conflicts and inconsistencies; free of errors in spelling and grammar; formatted in a manner that allows for continued growth and expansion; in conformity with the laws of the State of Illinois and readily accessible to staff and citizens alike. The two Codes will be considered separate publications, both in print and online. We have reviewed the RFP's Scope of Services and can comply with all requirements with the minor exceptions or deviations listed below:

Item 1a. Legal Research and Analysis
Although recodification services include a complete review of the Codes against state law, a review of legislation against federal law is not provided.

Item 1b. Legal Research and Analysis
Rather than deliver a draft Code simultaneously with the Legal Review Memorandum, the draft Code is typically delivered following the Legal Review Memorandum conference, after all revisions to the Code have been agreed upon by the Village.

Item 1e. Legal Research and Analysis
Regarding attendance at public hearings involving approval of Code language or Zoning regulations, this is not a service we provide, but rather is considered an internal process for our clients.

Item 1f. Legal Research and Analysis
We will provide recommendations to resolve inconsistencies, conflicts or obsolete provisions. Our MuniPRO feature allows you to search over 3,700 online Codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances

Item 5. Code Delivery, Recordkeeping and Supplemental Distribution
We are happy to add/stamp serial numbers to each code binder ordered, however printed supplements will not have the corresponding serial numbers included. We will provide and ship the total number of supplements requested, but we do not individually package these supplements for interdepartmental distribution.

Item 8. Supplement Services
Following the recodification, legal review by an attorney of new ordinances can be included in the supplement process as quoted in the Cost Proposal.

Item 9. Subscriber Service Option
Distribution pricing can be added to the MunicodeNEXT online store upon approval. Municode will provide set subscriber costs for the Village to review and can provide a list of active subscribers at any time. Online subscribers will be provided with a link to the store and with contact information to the Municode Distribution Manager. The Village can provide email and mailing addresses for any current subscribers wishing to be added to our online subscription database.

Municode will provide a 25% revenue share to the Village per subscription for outside subscribers on a semi-annual basis. The 25% rate will be valid for a 3-year term then subject to evaluation. Subscriber revenue can be applied to future invoices or via direct reimbursement from Municode in check form.

Alternately, the Village can choose to manage subscriptions internally, and we can provide you with the Code and future supplements in PDF format, as quoted in the Cost Proposal. If pamphlets are ordered for outside subscribers, an additional cost is involved to provide pamphlets for internal distribution by the Village.

Any active subscriber will receive a printed supplement based on the printed supplement schedule elected by the Village, as we do not print supplements off-schedule for external subscribers. Subscriber services apply only to printed supplements, not to online electronic updates of the Codes.

Item 10. Pamphlet Options

Pamphlet pricing is available upon request, as it is based on the number of copies desired and the number of pages of the publication. If pamphlets are provided to subscribers, there will be a separate subscription fee from traditional supplements.

Please review the **Recodification Services Summary** below, which outlines Municode's process for the Legal Review of the Municipal Code and Land Development Code , as well as for the delivery of the Legal Memorandum and the final draft of the recodified Code for Village review. We have also provided the scope of services and costs for the future online hosting of the new Code, and for ongoing maintenance of the new Code via the supplement process.

Recodification Services Summary

Ordinances/Policies/Resolutions. All relevant material of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the code. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you. Notations can be added in the code to reference legislation adopted by reference, if elected.

Attorney Analysis and Review of Material. Your Municode attorney, along with his/her team of legal editors, proofreaders and indexers will be assigned to this project. Our legal team will research all legislation submitted by you against the state statutes of Illinois. The ordinances will also be compared to overall Code content in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be included later at an agreed upon page rate. We will suggest a structure and organization for the code and provide a Table of Contents indicating the recommended structure.

Page Format Options. We will work with you to determine the desired formatting and style of the new code, and will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law References within the code. Editorial notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

Index, Graphics and Tables. Our team will create a hierarchical, subject matter Index and all tables (contents, State Law Reference, prior code comparison and ordinance disposition) for your code as necessitated by the materials provided. All graphics provided will be incorporated into the printed and electronic code versions.

Post Conference Code Draft. After editing and proofreading, a post-conference Code Draft incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement.

Adopting Ordinance. Our attorney will provide a sample adopting ordinance upon completion of the recodification.

Printing and Binding (if elected). We will print your new code copies on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, 3-post leatherette binders (with 4 color choices) and stamped with the Village's name on the front and spine of each binder. Divider tabs for each major section of the code and index will also be provided.

Implementation and Timelines

The time chart below provides for completion of the recodification project within **10 to 12 months**, excepting any delays occasioned by the Village. Timeline begins upon execution of contract and receipt of all applicable material. Printed supplements can be provided within **30 to 35 days,** and we can provide "always up to date" **electronic update services within 10 to 15 days.** With printed supplementation, the online code is updated within **3 days** of supplement completion. Chapter and pamphlet reprint timeframes depend on the amount of material requested. MunicodeNEXT is password free to the public with no login required. There will be no integration necessary with other Village systems or external software in order to access your online Code via MunicodeNEXT.

RECODIFICATION TIME CHART		
STEP 1:	**IMMEDIATELY**	**MUNICODE** acknowledges contract, provides a Disposition List of all ordinances/material received (**VILLAGE** sends signed contract and all applicable material)
STEP 2:	WITHIN **2 WEEKS**	**MUNICODE** provides a project introduction letter outlining all phases of the project and all material received to date (**VILLAGE** confirms Municode has all applicable materials)
STEP 3:	WITHIN **4 MONTHS**	**MUNICODE** submits Legal Memorandum (**VILLAGE** attorney reviews Legal Memorandum and prepares questions/comments for conference)
STEP 4:	WITHIN **30 DAYS**	**MUNICODE** hosts Legal Memorandum conference (**VILLAGE** attorney and other interested officials meet virtually with Municode to discuss issues of concern noted in the Legal Memorandum and come to an agreement on the implementation of recommended changes)
STEP 5:	WITHIN **2 MONTHS**	**MUNICODE** submits final Code Draft (**VILLAGE** reviews Code Draft, and returns it to Municode within 30 days, with all corrections noted for final implementation and publication)
STEP 6:	WITHIN **2 – 3 MONTHS**	**MUNICODE** delivers final Code and model adopting ordinance (**VILLAGE** adopts Code and provides Municode with a copy of the officially enacted adopting ordinance. Municode ships the code and publishes Code online via MunicodeNEXT. Supplementation begins anew with Supplement No. 1)

The Village's participation in the Scope of Services for Recodification & Republication of the Municipal Code and Land Development Code is anticipated to be as follows:

Recodification and Republication

- ★ Provide all ordinances and code material, preferably in WORD format;
- ★ Provide images, graphics and tabular matter, preferably in original format;
- ★ Be available to answer any questions from the Municode Attorney conducting the project;
- ★ Attend the conference to discuss the findings of the Legal Memorandum;
- ★ Work with the Municode Attorney to resolve the findings of the Legal Memorandum;
- ★ Work with Municode to determine the desired formatting and style of the new code;
- ★ Return the draft code to Municode with any revisions noted;
- ★ Adopt the newly recodified codes.

The Village's participation in the Scope of Services for Supplementation is anticipated to be as follows:

- ★ Send any uncodified legislation to Municode for supplementation on the schedule of your choice;
- ★ Be available for editorial consultation, should any questions arise upon receipt of new legislation;
- ★ If proofs are elected, return supplement proofs to Municode within 30 days;
- ★ Use the Instruction Sheet and Checklist of up-to-date pages to update your printed copies of the code.

The Village'ssee page

participation in the Scope of Services for Online Code Hosting is anticipated to be as follows:

- ★ If elected, send uncodified legislation to Municode for online posting in between scheduled printed supplements, via our OrdBank service, or via alternate electronic options available.

SCOPE OF SERVICES – SUPPLEMENT SERVICES

Supplement Services

Our supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. All you need to do is to email us your newly enacted legislation, and we do the rest. Printed and/or electronic Supplements can be provided on the schedule of your choice, and in print, Word, PDF and/or Folio formats. There is no additional charge for more (or less) frequent supplementation, **A recent analysis of our printed supplement Services indicated an editorial error rate of less than .1%,** which is made possible by our attention to detail and strict quality control checks.

We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide "always up to date" **electronic update services within 10 to 15 days** at the same per page rate as printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement at no additional cost. We can provide copies of supplements (or the entire code) in either print or electronic format within 3 days of your request (unless a supplement is currently in process), not including any shipment time needed for printed copies. The printed supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".

2. Editorial Review – Our editorial team will review all material submitted to determine whether the material should be included in your code; where it should be placed; whether it conflicts with existing code content; what material should be removed; whether history notes should be added; what tables will be updated and whether the Table of Contents in the front or at the Chapter/Title level should be amended. If any significant issues are noted, we will contact you for clarification. No substantive changes to your legislation will be made, however minor typographical errors will be corrected as needed. Any questions or inconsistencies will be brought to your attention.

3. Indexing –Our indexing team will index and cross-reference new material in all appropriate locations.

4. Proofreading – The proofreader assigned to your editorial team will examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that it is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again, line by line to ensure that the improvements made were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.

5. Posting the supplement online (MunicodeNEXT) – Your online code will be updated within 1 to 2 days of shipping or uploading the supplement. You will be notified via email that the website has been updated. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.

6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.

Online Code Hosting (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT (https://library.municode.com) was created and is continuously enhanced and improved by our in-house team of Internet Technology professionals. MunicodeNEXT includes Standard and Premium features (see ***Attachment A***), all of which are designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Codes (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk's office, etc.) or to post public notes or documents in the online Codes to inform your citizens about current issues pertinent to specific sections of your Code.

MunicodeNEXT is extremely user-friendly and requires no special training or login information. A variety of video tutorials are offered, and we can host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new Code goes "live" online. Our MuniDocs feature enables you to upload related documents online alongside the Code in fully searchable format. Electronic viewing statistics are available upon request on the schedule of your choice. Our MuniPro feature provides the ability to search over 3,700 online Codes in our library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

With MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via ***Google Translate***, which is included at no additional charge.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. With delivery available in Word, PDF or Folio format, the Code can be viewed and researched offline.

The User Interface and all HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the MunicodeNEXT platform, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our MunicodeNEXT platform, it will remain compliant while stored in our system. For each PDF document that is uploaded to our platform, we OCR scanned PDFs; set document title, primary language, and other PDF metadata fields; and automatically create a base level of tags to be used by screen readers.

Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host MunicodeNEXT in Microsoft's Azure Government secure cloud environment and guarantee an SLA of 99.95% uptime. SSL encryption is used by default to secure access to the site and the entire platform is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

MunicodeNEXT Premium Feature Summary

We recommend our bundled feature option, MyMunicode for the most transparent and feature rich code possible. MyMunicode includes annual online hosting and maintenance service with CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPro and a custom online code banner to match the Village's logo or website. Our MuniPRO feature allows you to search over 3,700 codes in the Municode library for sample ordinances, save frequently used or complex searches, create notes to attach to any publication and draft and edit new ordinances internally. Additionally, constituents and staff can search the Code by keywords or phrases, and print or email at the section, article and chapter level of the online Code. A summary of our Premium features is provided below.

- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A "modified," "removed" or "added" badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders. Applies to included (amendatory) ordinances.
- ★ **OrdLink** will create highlights within your online code to help users identify what amendatory ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniPRO** allows you to search over 3,700 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ **MuniDocs** has recently been upgraded to allow clients to upload a wide variety of .rtf, .doc, .docx, and .pdf documents to browse and search alongside the code. Uploading is as simple as dragging and dropping the document from your computer into the upload dialog box on the improved administrator dashboard, where previously uploaded documents can also be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more. These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately.

4,000
Municipal Clients

69 Years
Serving Municipalities

200 Million
Citizens using our solutions

EXECUTIVE SUMMARY

Recodification, Supplementation and Online Code Hosting

Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: ***MunicodeNEXT***

★ **Recodification (Municipal Code and Land Development Code)** .....……..**$35,950**[1]

Timeline.....**10 to 12 months**

The recodification base cost of $35,950 is based on 1,900 single column 10-point font pages (or 2,147 11-point font single column pages, or 2,375 12-point font single column pages).

A full-time, Municode attorney will legally review the Code and uncodified ordinances, not just a code editor. We will research all legislation against the State Constitution, State Law, and the Charter, and ordinances will be compared to final Code content to determine if there are inconsistencies or conflicts within the legislation itself. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure. We will also provide State Law references within the code and hyperlinks to internal references within the code. We will provide a legal memorandum containing recommended options and conduct a conference to review the memorandum and recommendations. Our team will edit the text of your code to reflect proper grammar and stylistic consistency; create a subject matter index; create all tables (contents, state law reference, prior code comparison, and ordinance disposition); and insert graphics into the printed and electronic versions of the code. A draft code will be provided to you for final review prior to printing and shipment.

★ **Supplement Service** (single column per page rate).....**$19**[2]
Municode does not charge an extra fee for posting supplements online or printing your supplement pages, as these services are included in your supplement per page rate.

★ **Online hosting** ***(First year of service at no charge!)***.....**$450**[3]
If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only $1,195, with the first year of MyMunicode services at no charge!

[1] Please see page 18 for additional pricing details
[2] Please see page 19 for additional pricing details.
[3] Please see page 20 for additional pricing available on our MunicodeNEXT platform.

PROPOSED FEES - RECODIFICATION SERVICES

Recodification base cost includes Municipal Code and Land Development Code: **$35,950**[4]

- ★ Based on 1,900 single column 10-point font pages, or equivalent
- ★ Receipt, review and organization of materials
- ★ Legal analysis & research by a full-time, Municode attorney
  - ★ Preparation of legal memorandum by a Municode attorney
- ★ Conference with attorney (make selections below)
- ★ Implementation of approved legal findings
  - ★ Updating State Law references
  - ★ Editorial preparation and proofreading
  - ★ Page formatting
  - ★ Indexing
- ★ Tables[5], Graphics[6] & tabular matter[7], including Table of Special Ordinances
- ★ Strike-Through and Underline (STUL) proofs for substantive changes only
- ★ Final proofreading and corrections
- ★ Quality control review and printing
  - ★ 10 copies of the Municipal Code, to include 3-post stamped binders with divider tabs
  - ★ 10 copies of the Land Development Code, to include 3-post stamped binders with divider tabs
  - ★ Sample adopting ordinance prepared by a Municode attorney

Project is based on the font size & pages below – please only select one:

Single Column: ❑ 10-point (1,900) ❑ 11-point (2,147) ❑ 12-Point (2,375)

Conference Selection:

❑	Teleconference or web-based conference, 3-hour session	**No charge**[8]
❑	Onsite Conference, each	**Attorney time, travel, lodging and per diem**
❑	Optional Conference Synopsis	**$300**

Optional Services

❑	Gender Neutralization of Municipal Code	**$1,100**
❑	Gender Neutralization of Land Development Code	**$800**

Items not included in base cost

★	Pages **over** 1,900 10-point, single column pages per page	**$20**
★	Freight	**Actual**
★	State sales tax	**Exempt**[9]
★	Post your code on MunicodeNEXT	**See selections on page 20**

Payments for recodification project *(your project can be budgeted over 2 fiscal years)*

★	Execution of Agreement	**$13,000**
★	Submission of the Legal Memorandum	**$9,000**
★	Submission of Draft Code	**$9,000**
★	Delivery	**Balance**

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[4] Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee. Proofs not returned within 45 days may be subject to a proof update fee.

[5] The following tables will be created and are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.

[6] Includes printing all copies.

[7] Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

[8] For the initial 3-hour session, then $150 per hour thereafter.

[9] Exempt upon Municode's receipt of copy of Village's tax-exempt certificate or letter.

PROPOSED FEES – SUPPLEMENT SERVICES

Supplement Services

Supplement Service Base Page Rate[10]

Page Format	Base Page Rate
Single Column	$19 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index
- ★ Schedule as selected by you[11]
- ★ Updating electronic versions[12] and online code
- ★ Printing 10 copies of the Municipal Code and 10 copies of the Land Development Code

Base page rate above excludes:

★ Freight	**Actual**
★ State sales tax	**Exempt[13]**
★ Images, Graphics[14] & tabular[15] matter, each	**$10**
★ MyMunicode or online code	**Selections on page 20**
★ Additional Copies of Municipal Code and/or Land Development Code, per impression (page)	**$0.15**
★ Chapter Reprints or Pamphlets, per impression (page)	**$0.15**
★ Legal Review of newly enacted and adopted legislation, per hour	**$200**
★ Hourly fixed rate for additional future legal services	**$200**

Electronic media options for Code of Ordinances and/or Supplements (sent via download) [16]

❑ Folio Bound Views	**$150 initially then $100 per update**
❑ WORD (DOCX)	**$150 initially then $50 per update**
❑ Adobe PDF of the code	**$150 initially then $50 per update**
❑ Adobe PDF of each supplement	**$150 initially then $50 per update**

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

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[10] All prices quoted in this section may be increased annually in accordance with the Consumer Price Index (CPI) for all Urban Consumers.
[11] Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.
[12] We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.
[13] Exempt upon Municode's receipt of copy of Village's tax-exempt certificate or letter.
[14] Includes printing of all copies.
[15] Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
[16] "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

PROPOSED FEES - ONLINE CODE HOSTING

MunicodeNEXT Online Code

(Annual quote includes the Municipal Code and the Land Development Code)

The Municipal Code and the Land Development Code will be hosted online as two separate publications. **The quotations below include the hosting of both publications under one annual online hosting fee.** Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of 3,700 codes on MunicodeNEXT here. **Please check the appropriate box (es) to indicate your selection:**

STANDARD ONLINE CODE HOSTING

- ❑ **Online Code = *MunicodeNEXT*,** annually ***First year of online hosting services at no charge!*** **$450**

  Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc. Post public notes, external links or documents within the contents of your online Code to keep your citizens informed of current issues pertinent to specific sections of your Code.

OPTIONAL SERVICES

- ❑ **CodeBank** annually **$150**

  Permanent online collection of previous versions of the code.
- ❑ **OrdBank** annually (or per ordinance) **$475**

  Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only. **($35)**
- ❑ **OrdBank + OrdLink** annually (or per ordinance) **$625**

  Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended. **($60)**
- ❑ **CodeBank Compare + eNotify**[17] annually **$250**

  Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated. Enrollment in CodeBank is required for CodeBank Compare
- ❑ **MuniPRO** Service annually *(sample Ordinance Service)* **$295**

  Search over 3,700 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- ❑ **Custom Banner** one-time fee **$250**

  Customize MunicodeNEXT to match the look of your website.
- ❑ **MuniDocs**[18] annually, upgraded self-loading capabilities **$350**[19]

  Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- ❑ **MyMunicode** annually. ***First year of online hosting services at no charge!*** **$1,195**[20]

  Includes MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify, MuniPRO, and Custom Banner

  - ❑ **Add OrdLink to the MyMunicode** bundle for only **$150** annually!

RECOMMENDED ADDITIONAL SERVICES (See *Attachment B*)

- ❑ **MunicodeMEETINGS** Agenda Management Software, annually **($8,000** if bundled with Code) **$8,200**

  Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, approval workflow, live council voting & roll call, email notifications, a unified document search and automated approval routing.

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[17] Enrollment in CodeBank is required in order to receive the CodeBank Compare available upon request.

[17] Total value if each item were to be purchased a la carte would be approximately $1,620 per year.

[18] Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

[19] Includes up to 25GB data storage. Quote for additional document storage is available upon request.

[20] Total value if each item were to be purchased a la carte would be approximately $1,745 per year with participation in our OrdBank service.

PROPOSAL SUMMARY SHEET
RFP 21-019
Recodification Services, Publication and Supplemental Services
for the Municipal Code and Land Development Code

Business Name: Municipal Code Corporation DBA Municode

Street Address: 1700 Capital Circle SW

City, State, Zip: Tallahassee, FL 32310

Contact Name: James Bonneville

Title: National Legal Sales Director

O

Phone: (651) 262-6262 Fax: (850) 564-7492

E-Mail address: JBonneville@municode.com

Price Proposal

PROPOSAL TOTAL $ 35,950
(Base cost of recodification services for Municipal Code and Land Development Code)

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Steffanie W. Rasmussen

Signature of Authorized Signee: SW

Title: Vice President of Client Services Date: March 17, 2021

651-262-6262

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Steffanie W. Rasmussen, as Vice President of Client Services
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Municipal Code Corporation DBA Municode, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [✓] No [ ]

Federal Employer I.D.#: 59-0649026
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
[✓] Corporation FLORIDA March 22, 1951
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [✓] No [ ]**

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY: Yes [✓] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [✓] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes [✓] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

SW

Signature of Authorized Officer

Steffanie W. Rasmussen

Name of Authorized Officer

Vice President of Client Services

Title

March 17, 2021

Date

REFERENCES

Please note: We have provided further project details for these 3 clients on page 3 of our RFP response.

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Municipal Code Corporation DBA Municode
(Enter Name of Business Organization)

1. ORGANIZATION City of Pekin, Illinois Population: 32,846
   ADDRESS 111 S. Capitol Street Pekin, IL 61554
   PHONE NUMBER (309) 478-5357 smcmillan@ci.pekin.il.us
   CONTACT PERSON Ms. Sue McMillan, City Clerk
   YEAR OF PROJECT 2018 RFP award for Recodification Services

2. ORGANIZATION Village of Chicago Ridge, Illinois Population: 14,153
   ADDRESS 10455 S. Ridgeland Ave. Chicago Ridge, IL 60415
   PHONE NUMBER (708) 425-7700 jking@chicagoridge.org
   CONTACT PERSON Ms. Judy King, Secretary to Mayor
   YEAR OF PROJECT Recodification in 1997 and in 2014

3. ORGANIZATION Cook County, Illinois Population: 5.15M
   ADDRESS 118 N. Clark Street, Room 567 Chicago, IL 60602
   PHONE NUMBER (312) 603-5259
   CONTACT PERSON Ms. Lynne Turner, Deputy City Secretary
   YEAR OF PROJECT Recodification in 2003

Alternate Contact: Mr. Timothy Casey, Director, Legislative Reference Service
(312) 603-1168 Timothy.Casey@cookcountyil.gov

ORLAND PARK

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY
Workers' Compensation – Statutory Limits
Employers' Liability
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Primary Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY
$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS PROFESSIONAL LIABILITY (Umbrella-Follow Form Policy)
$1,000,000 – Each Occurrence
$1,000,000 – Aggregate
EXCESS MUST COVER: Professional liability

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement, however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 17th DAY OF March, 2021

Signature
Steffanie W. Rasmusssen
Vice President of Client Services
Printed Name & Title

Authorized to execute agreements for:

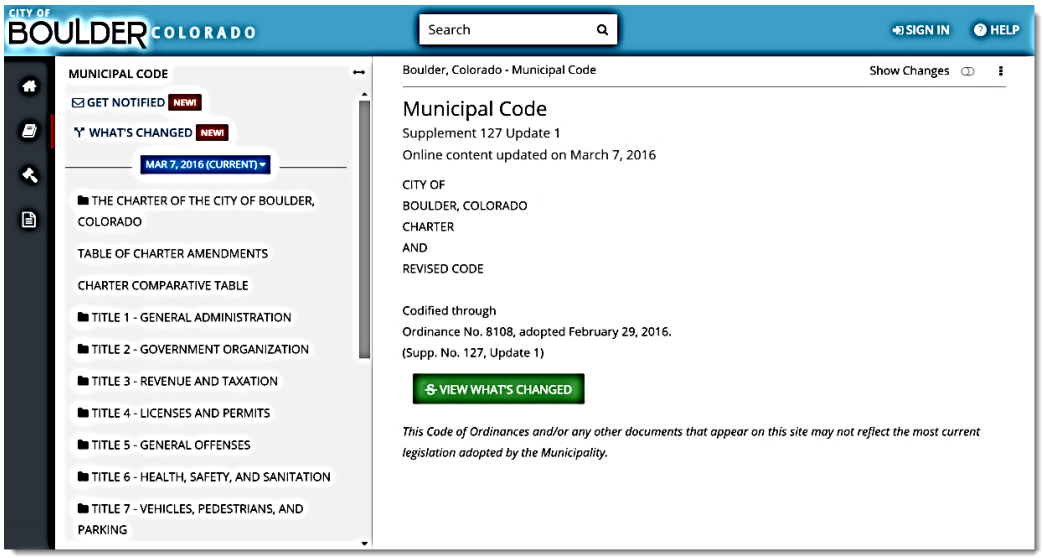
Municipal Code Corporation DBA Municode
Name of Company

ATTACHMENT A

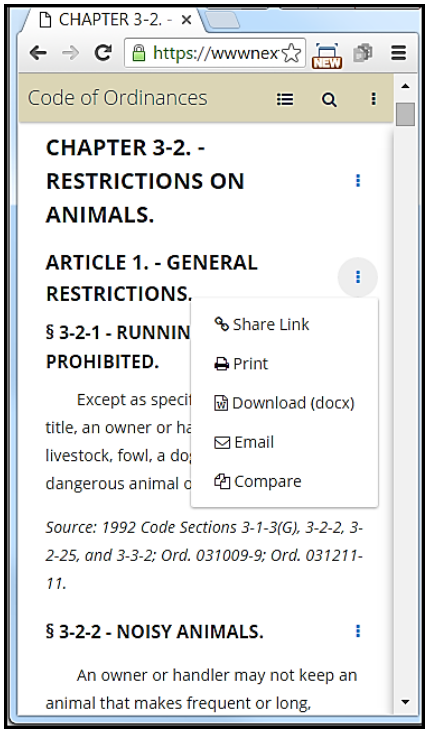
MunicodeNEXT Standard & Premium Features

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



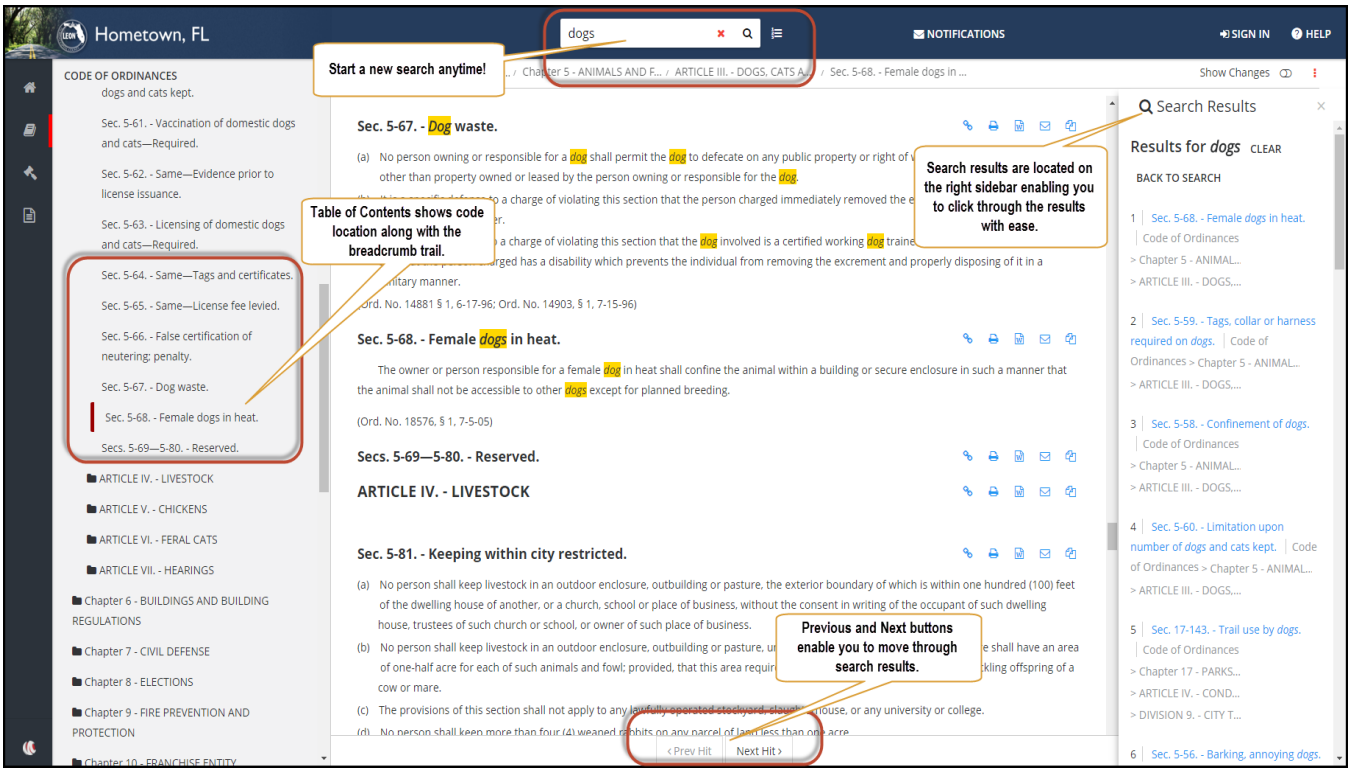
Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Standard Features of MunicodeNEXT

Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

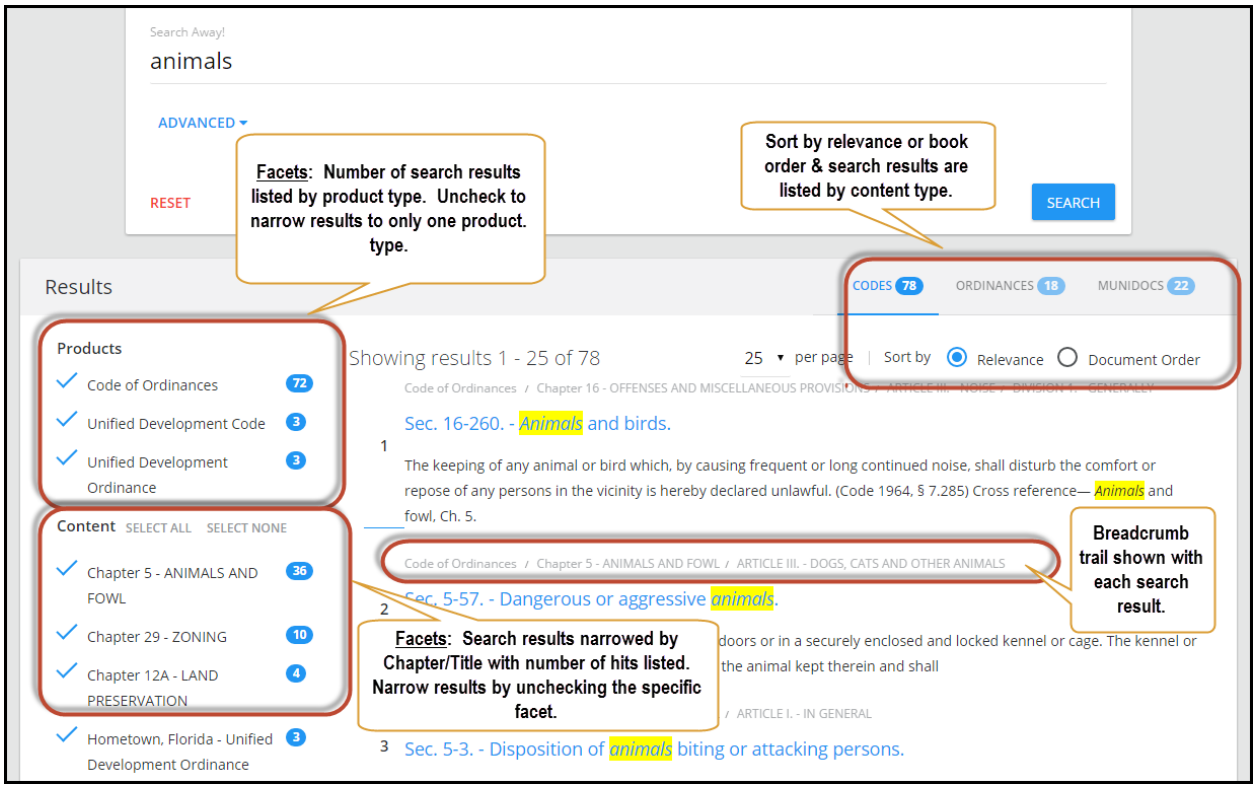
Searching – Municode leverages a powerful open source search platform that also power sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking "back" to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

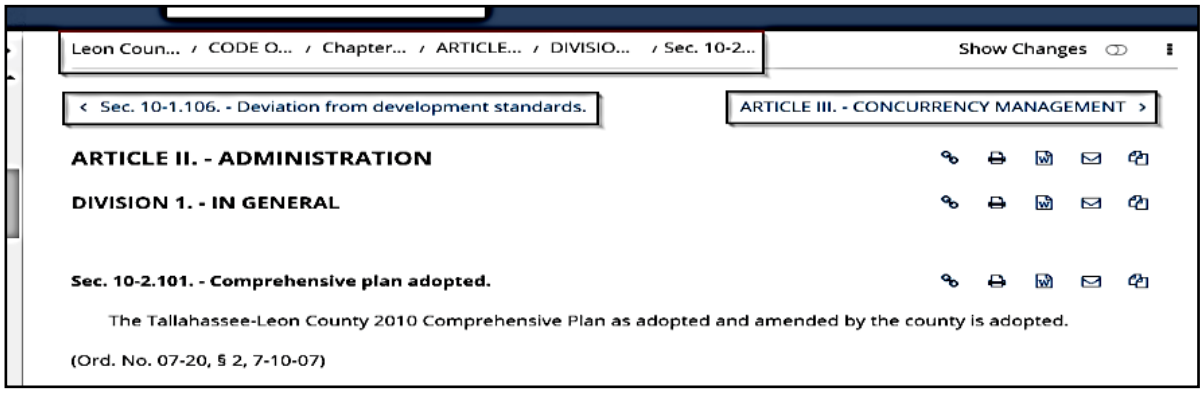
- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.

Standard Features of MunicodeNEXT



Search enhancements provided with our latest website upgrade include (see screenshot above):

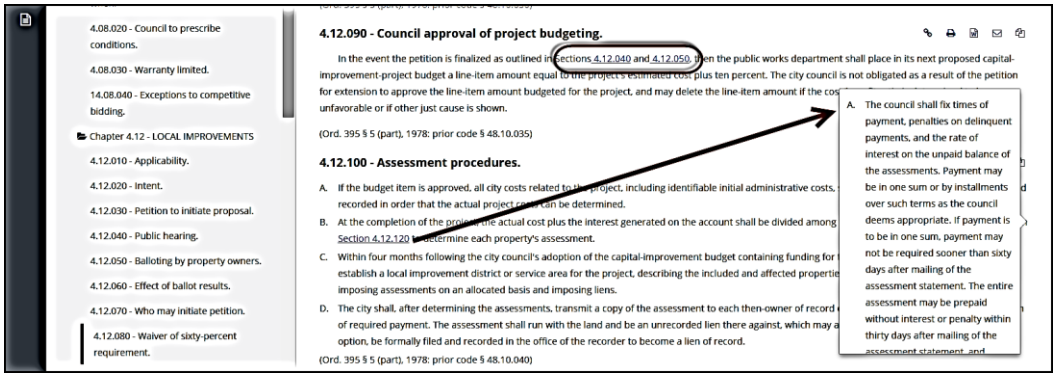
Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Standard Features of MunicodeNEXT

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

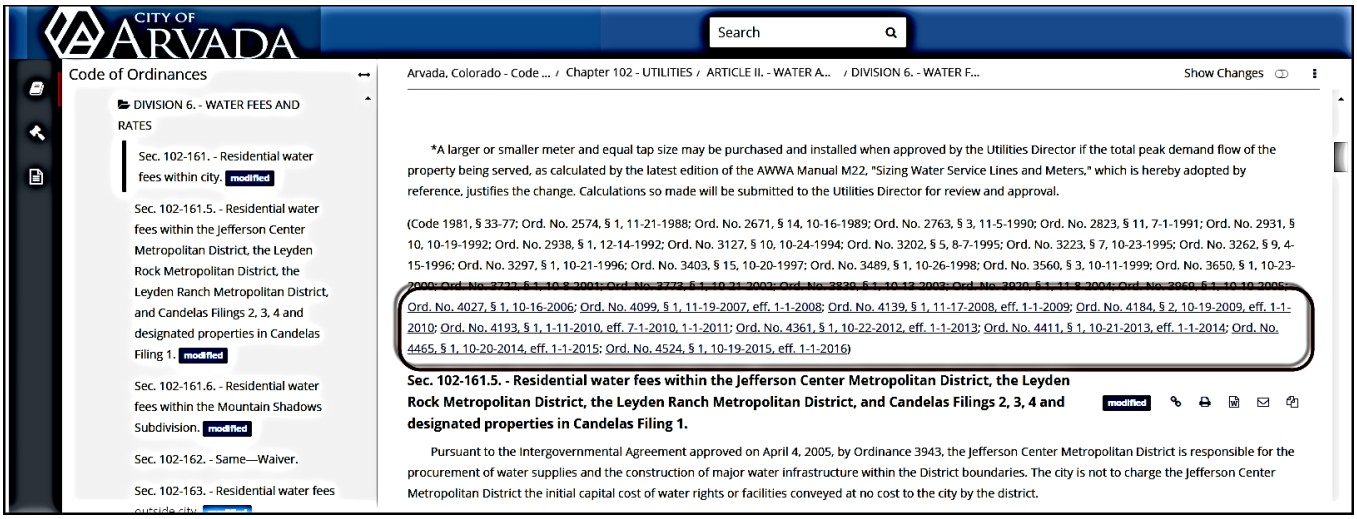
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

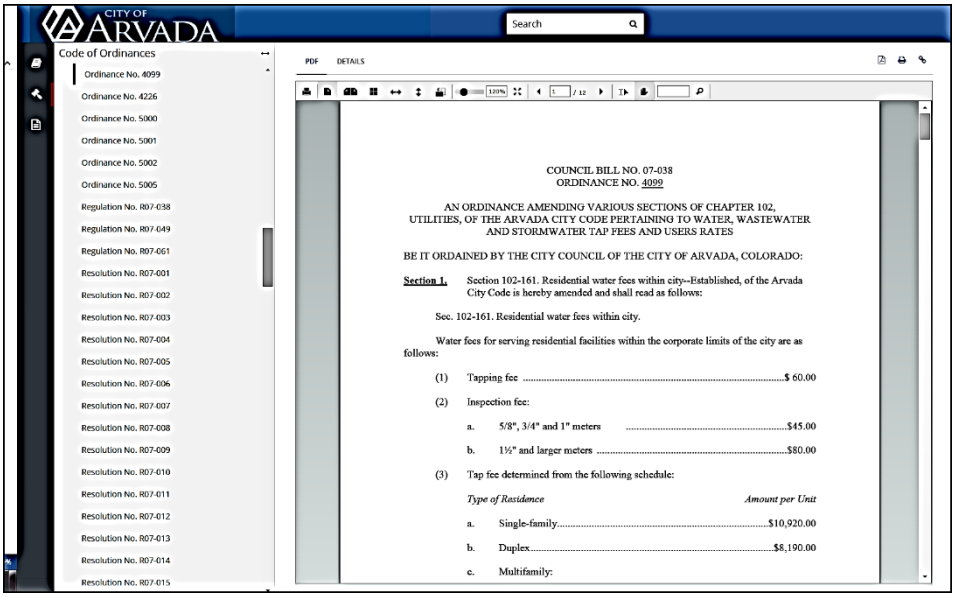
Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

Hyperlinked ordinance in text)

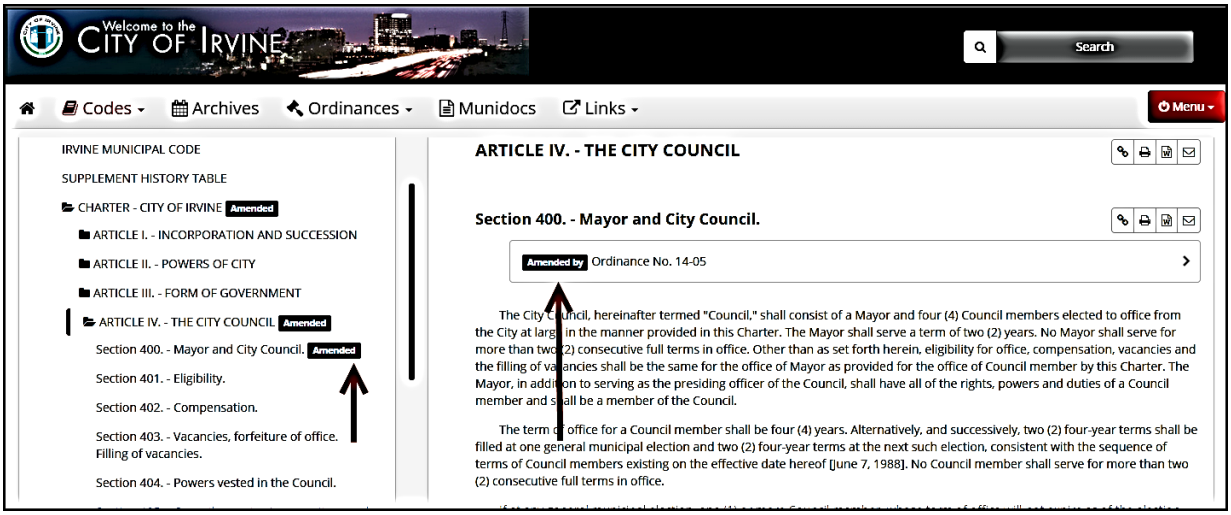


(One-Click access to the original ordinance in the OrdBank Repository)



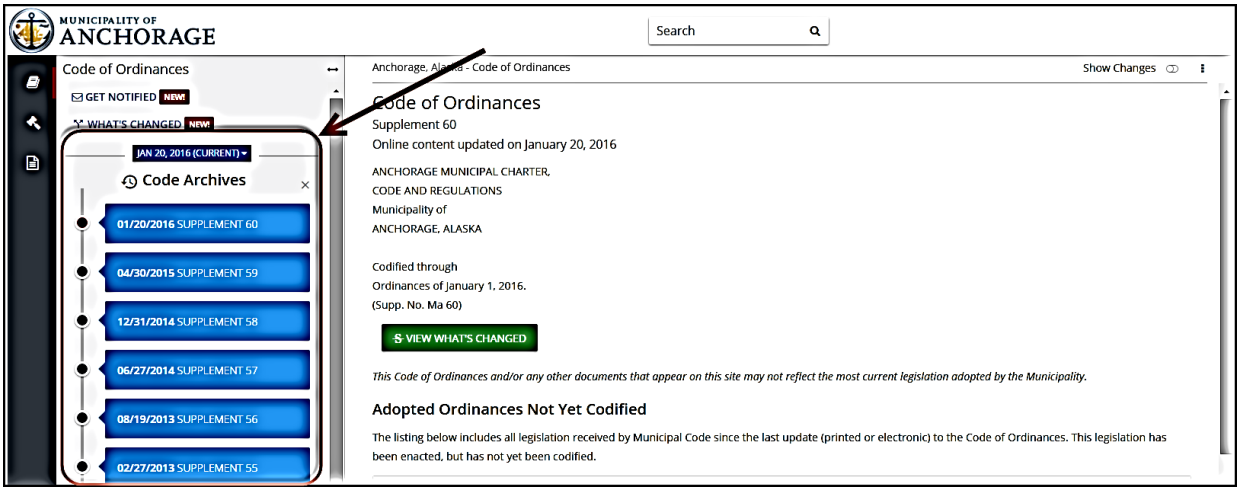
Premium Features of MunicodeNEXT

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

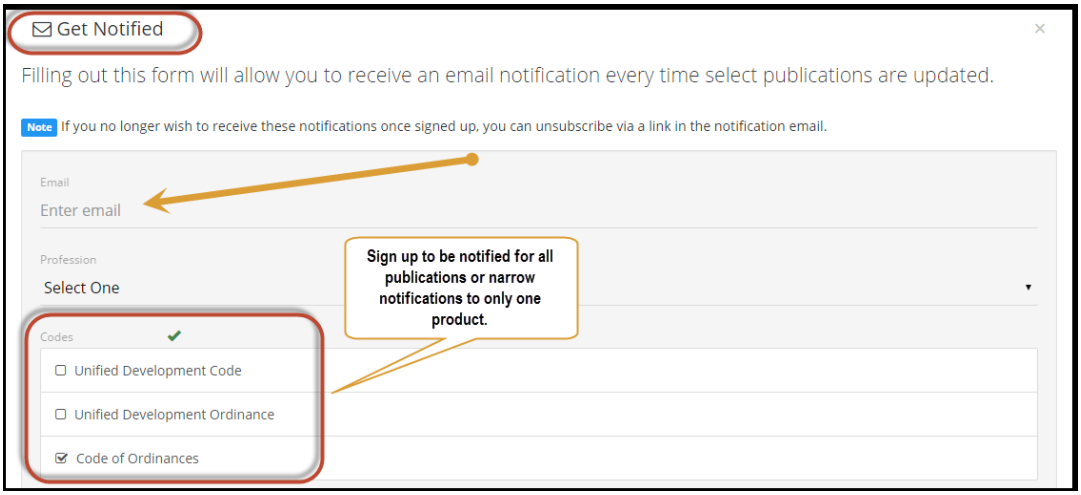
(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via “modified,” “new” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update. **eNotify**. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated.

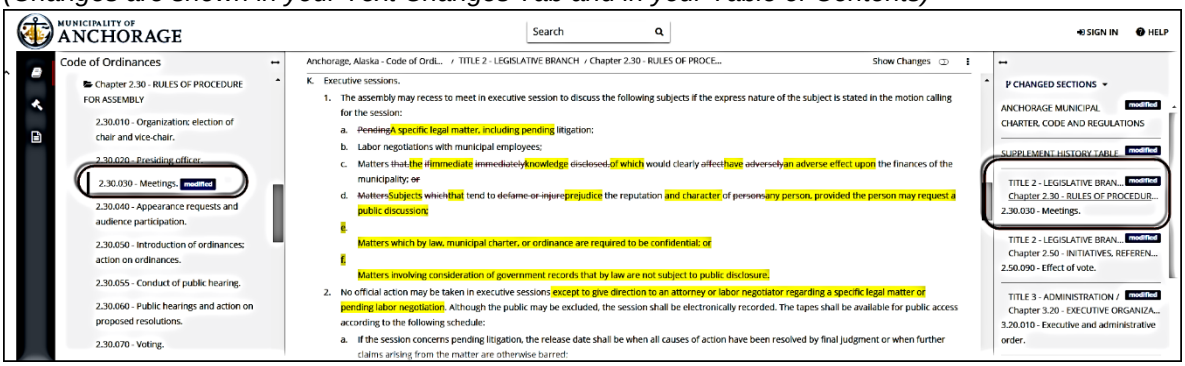
Premium Features of MunicodeNEXT

This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

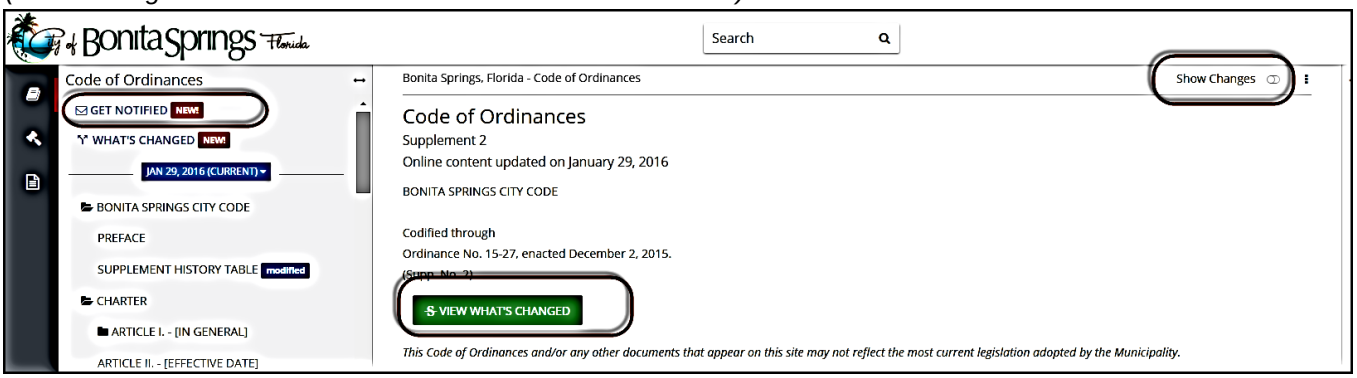


Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

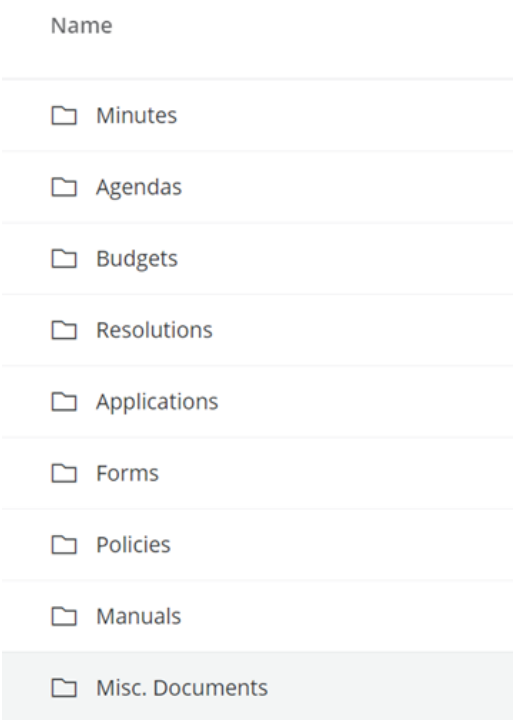


(Show changes button and a custom banner are shown below)

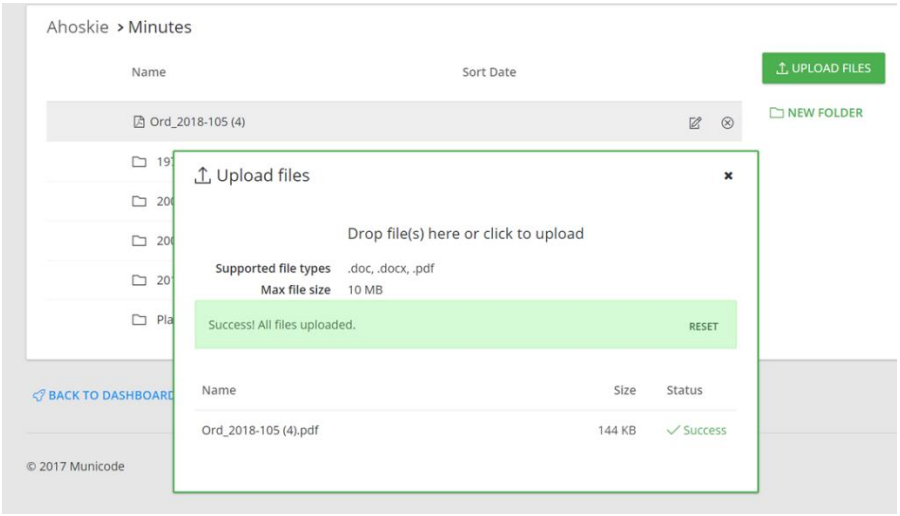


Premium Features of MunicodeNEXT

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types



Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



Premium Features of MunicodeNEXT

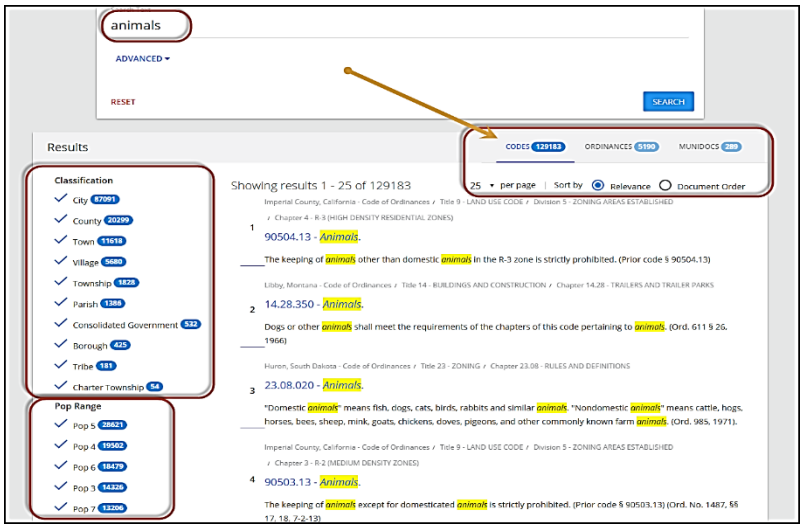
MuniPRO. MuniPRO Searching allows you to search the over 3,700 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.

- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.

- ★ **MuniPRO Notes**. Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.

- ★ **MuniPRO Drafts**. Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



ATTACHMENT B

Additional Services Available

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

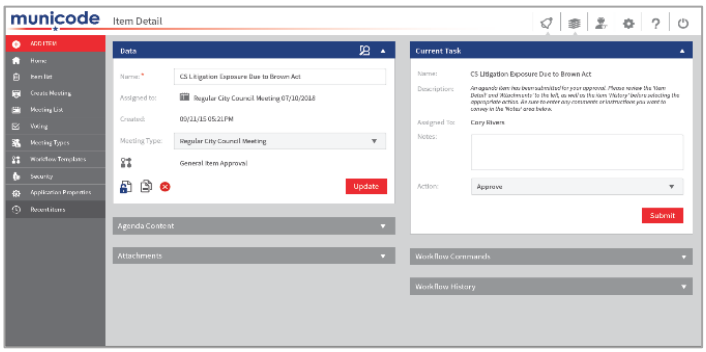
Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.

- ❑ **Request MunicodeWEB Demo/Proposal**

Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.



Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations.

- ❑ **Request MunicodeMEETINGS Demo/Proposal (*see pricing, COST PROPOSAL)***

Payment Solutions - Point and Pay

Our preferred payment solutions partner, Point & Pay (https://www.pointandpay.com/) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

- ❑ **Request Point and Pay Demo/Proposal**

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.

Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

- ❑ **Request MCCi Demo/Proposal**

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **encode**Plus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, **enCode**Plus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCode**Plus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: http://www.encodeplus.com/

- ❑ **Request enCodePlus™ Demo/Proposal**

ATTACHMENT C

Sample Certificate of Insurance

Client#: 764169 68MUNICCOD1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/01/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services, Inc.
3375-B Capital Circle, NE
PO Box 14099
Tallahassee, FL 32317

CONTACT NAME: Stacy Rouslin
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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company AXV	35289
INSURER B : Valley Forge Insurance Company AXV	20508
INSURER C : Columbia Casualty Insurance AXV	31127
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Municipal Code Corporation
P.O. Box 2235
Tallahassee, FL 32316

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6056730134	01/01/2021	01/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	6056730098	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	6056730151	01/01/2021	01/01/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC6 56730120	01/01/2021	01/01/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	CA work comp		X	WC6056730117	01/01/2021	01/01/2022	$1,000/$1,000/$1,000	
C	Professional Liab			596858955	01/01/2021	01/01/2022	$2,000,000	
C	Cyber Liability			596858955	01/01/2021	01/01/2022	$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **
Other States Coverage
Blanket Waiver of Subrogation
** General Liability, Commercial Auto and Excess Liability *
Blanket Waiver of Subrogation, Blanket Additional Insured
(See Attached Descriptions)

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

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

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DESCRIPTIONS (Continued from Page 1)

**** Supplemental Name ****
AHA Consulting, Inc. 26-2674611, Agenda Pal Corporation

CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but 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:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract.**

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract.**

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part.**

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part:**

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

   1. the **bodily injury** or **property damage**; or
   2. the offense that caused the **personal and advertising injury**;

   for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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The Continental Insurance Co.
Insured Name: MUNICIPAL CODE CORPORATION

Policy No: 6056730134
Endorsement No: 1

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land; provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury or property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard.**

J. **Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the **Named Insured;**

   c. any physical or chemical change in any product made intentionally by such person or organization;

   d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization 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;

   f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;

   g. products which, after distribution or sale by the **Named Insured,** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

   h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization 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:

      (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph **J.** also does not apply:

   a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

   b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

   c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured**'s acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional Insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

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7. **EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. **IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. **INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

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Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident.** All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence;**

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

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(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the

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owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

   a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

   b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

   The Damage To Premises Rented To You Limit is $200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part.**

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

   (1) $15,000 unless a different amount is shown here: ; or

   (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES, Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph **1.a.(3)(b)** with the following:

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

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

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The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

   d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will

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not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA	CNA PARAMOUNT General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

   A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

   B. all medical expenses under **Coverage C**;

   that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

   A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

   B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

   C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

   will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

The Continental Insurance Co.
Insured Name: MUNICIPAL CODE CORPORATION

Policy No: 6056730134
Endorsement No: 2

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other **liability policy** providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an **insured** under any other **liability policy** providing **auto** coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

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Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

c. We will pay up to $500 for loss to **Personal Property** which is:

(1) Owned by an **insured**; and

(2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered auto.

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of loss to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   (a) The number of days reasonably required to repair or replace the covered auto; or,

   (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

   (a) Necessary and actual expenses incurred; or,

   (b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve autos available to you for your operations.

4. If loss results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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F. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired **Autos**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of $750 per **accident**.

G. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to loss to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

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d. The most we will pay for loss to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your **executive officers**, except:

   a. An **auto** owned by that **executive officer** or a member of that person's household; or

   b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

   Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

   (1) Equal to the greatest of those coverages afforded any covered **auto**; and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

(6) Your **employees** may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

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Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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