



**TO:** Mayor and Councilmembers

**FROM:** Robert Nisbet, City Manager

**CONTACT:** Luke Rioux, Finance Director  
Ryan Kintz, Assistant to the City Manager

**SUBJECT:** Amendment No.4 to Professional Services Agreement with Russ Branson Consulting

**RECOMMENDATION:**

Approve and authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2021-015 with Russ Branson Consulting for professional financial consulting services, increasing the contract authority by \$40,000 for a total not-to-exceed amount of \$114,290, with a term expiring June 30, 2024.

**BACKGROUND:**

On February 12, 2021, the City Manager authorized a professional services agreement with Russ Branson Consulting (RBC) for financial consulting services to assist the City with analyzing various complex financial related issues such as conducting an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County for an amount not to exceed \$20,000 and a term ending June 30, 2021.

On April 26, 2021, the City Manager executed Amendment No. 1 for additional compensation of \$12,000 for a new total amount not to exceed \$32,000 and additional tasks to include an independent analysis of the Santa Barbara Sheriff's contract and creation of a cost model in cooperation with the cities of Goleta, Buellton, Solvang and Carpinteria. In addition, the cities of Goleta, Buellton, Solvang and Carpinteria executed Agreement No. 2021-016, a Memorandum of Understanding for administration and cost sharing for an independent consultant review and analysis of the Sheriff contract costs, with Goleta being the lead in administering the contract with RBC and a cost share between the cities, with Goleta responsible for 40%, Carpinteria at 25%, and Buellton and Solvang each at 17.5%.

On November 10, 2021, the City Manager executed Amendment No. 2 for additional compensation of \$8,000 for a total amount not to exceed \$40,000 and additional tasks to include independent analysis pertaining to the FY 22/23 law enforcement services costs and a new law enforcement services agreement commencing FY 23/24.

On April 5, 2022, the City Council authorized Amendment No. 3 for additional compensation of \$34,290 for a total amount not to exceed \$74,290 for continued law enforcement contract model evaluations and additional tasks to analyze the Animal Control Services cost study. The Agreement and Amendments 1 through 3 are provided in Attachment 2.

## **DISCUSSION:**

City staff relies on the specialized expertise and resources of financial consultants and advisors to provide expert knowledge, increased efficiency and cost savings for various financial and operation projects. Over the last two years, RBC has provided financial consulting services on three major projects: the tax sharing agreement with the County of Santa Barbara, the law enforcement services agreement with the Santa Barbara County Sheriff's Office, and the review of the Animal Control Service agreement cost study. These financial consulting services have included research, technical analysis, independent financial analysis, preparation of reports, memos, presentations and meetings with staff, City Council and the other contract cities (Solvang, Buellton and Carpinteria).

This contract amendment extends the work RBC has already done on the Sheriff's contract to include an evaluation of Santa Barbara County Sheriff contract options for after the FY22/23 contract year. The continued work will allow RBC to conduct further review of other city-county contract models, propose sheriff's contract cost model options, calculate model outcomes based on historical county data, assist in model structure negotiations and prepare technical memos on behalf of the cities.

Staff is recommending the City Council Approve and authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2021-015 with Russ Branson Consulting for professional financial consulting services, increasing the contract authority by \$40,000 for a total not-to-exceed amount of \$114,290, with a term expiring June 30, 2024. Amendment No. 4 is provided in Attachment 1.

## **FISCAL IMPACTS:**

The proposed contract amendment is for an increased amount of \$40,000 for a total not-to-exceed contract amount of \$114,290 with a termination date of June 30, 2024. These services will be supported from the City Manager's budget under Professional Services account 101-10-1200-51200. There is approximately \$79,320 in the budget available in the account and no appropriation is needed. Eligible costs will continue to be cost shared with the cities, with Goleta responsible for 40%.

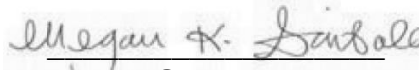
**ALTERNATIVES:**

The City Council may elect not to authorize this contract amendment as presented and provide staff an alternate direction, however, that may cause a delay in proceeding with negotiating the Sheriff's Contract cost.

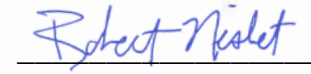
**Reviewed By:**

  
Kristine Schmidt  
Assistant City Manager

**Legal Review By:**

  
Megan Garibaldi  
City Attorney

**Approved By:**

  
Robert Nisbet  
City Manager

**ATTACHMENTS:**

1. Amendment No. 4 to Professional Services Agreement No. 2021-015 with Russ Branson Consulting
2. Professional Services Agreement No. 2021-015 with Russ Branson Consulting and Amendments No. 1 through No. 3

## **ATTACHMENT 1**

Amendment No. 4 to Professional Services Agreement No. 2021-015 with Russ  
Branson Consulting

**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RUSS BRANSON CONSULTING**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Russ Branson Consulting**, Sole Proprietor ("Consultant") dated February 21, 2021 ("Agreement," Agreement No. 2021-015) is made on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

**SECTION A. RECITALS**

1. This Agreement is for the professional financial consulting services pertaining to the City of Goleta's tax sharing agreement with Santa Barbara County and the Sheriff's contract; and

2. This Agreement has been amended to provide additional compensation for additional tasks and to extend the termination of the agreement (Amendment No. 1, 2, and 3); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$74,290; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$40,000 for continued tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2024; and

7. The City Council approved this Amendment No. 4, on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$40,000 and to read in its entirety:

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$114,290 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 12 months to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2024, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Robert Nisbet, City Manager

\_\_\_\_\_  
Russ Branson

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

*Winnie Cai*

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







Winnie Cai, Assistant City Attorney

## **ATTACHMENT 2**

Professional Services Agreement No. 2021-015 with Russ Branson Consulting and  
Amendments No. 1 through No. 3

## DOCUMENT ROUTING AND APPROVAL FORM

<b>Requires Council Approval:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <b>Meeting Date:</b> 4/5/2022	<b>Requires Vendor Set-up:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>If no, Vendor Number:</b>
<b>Director Level Approval:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>Site Authority:</b>	<b>Provide summary of agreement below:</b> Amendment No. 3 to Professional Services Agreement No. 2021-025 with Russ Branson Consulting for professional financial consulting services, increasing the contract authority by \$34,290 for a total not-to-exceed amount of \$74,290, with a term expiring June 30, 2023;
<b>Document Name and Type:</b> Professional Services Agreement Amendment	<b>Project Name:</b> Financial Consulting (Sheriff and Animal Services)
<b>Vendor Name:</b> Russ Branson Consulting <b>Contact Person:</b> Russ Branson <b>Address:</b> 8608 Glenroy Way, Sacramento, CA 95826 <b>Phone Number:</b> 916-747-7834 <b>Email Address:</b> russ@russbransonconsulting.com <b>Business License Number:</b>	<b>City Project Manager:</b> Luke Rioux <b>Contact Number:</b> 805-562-5508 <b>Email Address:</b> lrioux@cityofgoleta.org <b>Staff Routing Agreement:</b> Shannon Kirn <b>Contact Number:</b> <b>Email Address:</b> skirn@cityofgoleta.org
<b>AMOUNT NOT TO EXCEED:</b> <div style="font-size: 24pt; font-weight: bold;">Adding \$34,290 NTE \$74,290</div>	<b>ON CALL SERVICES? :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> <b>COUNCIL APPROPRIATION NEEDED :</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>

ROUTING PROCESS	DESCRIPTION	DATE	INITIAL
Department Head Initiation	Authority to initiate agreement	4/14/2022	DS 
Risk Manager	Staff to initiate review of insurance provision in agreement	4/14/2022	DS 
City Attorney	Contract review/Approve as form	4/14/2022	DS 
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed.	Requisition Number: 4/18/2022 22CM006	DS 
Vendor	Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		
Staff (DocuSign User)	Staff receives electronically signed agreement and insurance documents from vendor.	4/18/2022	DS 
Risk Manager	Risk Management shall rate Insurance and provide documents to Project Manager upon approval	4/14/2022	DS 
City Manager	City Manager will approve and sign the agreement.	4/18/2022	DS 
City Clerk	City Clerk will approve and sign the agreement.	4/25/2022	DS 
Vendor	Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign.		

PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

BELOW FOR CITY CLERK PROCESSING ONLY					
FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER		

**CITY OF GOLETA**  
 130 Cremona Drive, Suite B  
 Goleta, California 93117  
 PH: (805) 961-7500  
 FAX: (805) 685-2635

# PURCHASE ORDER

**PO Number:** 22CM006

**Date:** 07/02/2021

**Requisition #:** 22CM006

**Vendor #:** 003374

**ISSUED TO:** Russell Branson  
 4238 Mapel Lane  
 Carmichael, CA 95608-

**SHIP TO:** CITY OF GOLETA  
 130 CREMONA DRIVE, SUITE B  
 GOLETA, CA 93117

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Agrmt 2021-015 for Financial Consulting Services	101-10-1200-51200		0.00	10,250.00
<p>Submitting Change Order per Amend 3 to add            \$34,290 Total NTE \$74,290</p> <p>Project codes:            TO-T2210 "Russ Branson – Sheriff Services"</p> <p>TO-T2211 "Russ Branson – Animal Control            Services"</p>					

## Approvals

**Department:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Finance:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Finance Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>SUBTOTAL:</b>	10,250.00
<b>TOTAL TAX:</b>	0.00
<b>TOTAL</b>	10,250.00

1. Include your PO Number on all invoices.
2. Email all invoices to AP@cityofgoleta.org
3. If mailing, mail invoices to 130 Cremona Drive, Suite B, Goleta, CA 93117

**AMENDMENT NO. 3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RUSS BRANSON CONSULTING**

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Russ Branson Consulting**, Sole Proprietor ("Consultant") dated February 12, 2021 ("Agreement," Agreement No. 2021-015) is made on this 5<sup>th</sup> day of April, 2022.

**SECTION A. RECITALS**

1. This Agreement is for the for professional financial consulting services pertaining to the City of Goleta's tax sharing agreement with Santa Barbara County; .and
2. This Agreement has been amended to provide additional compensation for additional tasks and to extend the termination of the agreement (Amendment No. 1 and 2); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$40,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$34,290 for continued and additional tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and
6. The parties desire to retroactively amend this Agreement so that this Amendment is effective as of June 30, 2021 and the term of the Agreement extends to June 30, 2023; and
7. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-3"; and
9. The City Council approved this Amendment No. 3, on this 5<sup>th</sup> day of April, 2022.

## SECTION B. AMENDED TERMS

**Now therefore** City and Consultant retroactively agree as follows that the Agreement be, and hereby is, amended as of June 30, 2021 as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$34,290 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$74,290 (herein "not-to-exceed amount") and shall be earned as the work progresses.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twenty-four months to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2023, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-3 "Scope of Work"** attached hereto and incorporated herein.


4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. <sup>3</sup> \_\_\_\_\_ has been executed by the parties effective on the date and year first above written.


**CITY OF GOLETA**


DocuSigned by:  
  
DE7CE466308044A...  
Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:  
  
F2EF7695E3B44AB...  
Russ Branson

**ATTEST:**

DocuSigned by:  
  
A3E09F3479CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
F2EF7695E3B44AB...  
Russ Branson

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
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Winnie Cai, Assistant City Attorney

## EXHIBIT A-3

### SCOPE OF WORK

#### **PROJECT NAME: Sheriff Contract**

**Task 1: Review Other City-County Contract Models.** RBC will work to identify and review other costing models used in contracts for policing services in other cities (either between a city and county or two cities). The goal of this review will be to identify potential models that work well for other jurisdictions and could be used or modified to be workable in Santa Barbara County.

**Task 2: Propose Sheriff's Contract Cost Model Options.** Based on the work done to date on the current cost model used by the County and other models used throughout the State for police contract costing, RBC will propose cost-model options to be considered by the cities and proposed to the County. The goals of any costing model should include: fair in setting costs based on services received or used, predictable from year-to-year, auditable to provide confidence in costing, and transparent in what data is used and how that data is collected. Model cost increases should also be consistent with the increases in the total cost of patrol and not unduly burden the cities or the County.

**Task 3: Calculate Model Outcomes Based on Historical County Data.** After discussion on each model option with the cities, RBC will calculate expected costs to the cities and the County under each model deemed reasonable. RBC will use a combination of the detailed FY21 actual costs and/or the current Sheriff budget to estimate costs under each model. RBC will also consider negotiated increases in labor costs for both sworn and non-sworn personnel and trends in pension costing when constructing the cost models.

The model costing will be used to identify factors that may push a costing model to be unreliable or difficult to calculate or audit.

**Task 4: Assist in Model Structure Negotiations.** After development of potential contract-model alternatives, RBC will assist the cities in negotiating a new contract model with the County and their consultant. The RBC work will focus on costing various model options proposed by the County and assisting in leading the negotiations to a fair, transparent and affordable conclusion for the cities.

**Task 5: Prepare Technical Memo.** RBC will prepare a technical memorandum outlining the cost models from both the City and County perspective and how the models meet the transparent, predictable, auditable, and fair criteria set out above. The memo will detail the reasoning behind each model and will propose one or more model options to negotiate with the County.

## PROJECT BUDGET

The current budget for this project is \$20,000. RBC is proposing to perform the extension of this study for **an additional not-to-exceed budget of \$15,000**. The model review and analysis under the first amendment to this contract has exceeded the original \$10,250 **additional budget by \$1,750**. It is requested that the total budget be expanded to include this cost increase. It is hoped that this additional budget will be sufficient to get the cities to a new contract model with the County.

A summary of the proposed budget is as follows:

- *Current Budget (with first amendment)* \$20,000
- **Additional Budget Request**
  - Cost Overrun on First Amendment \$1,750
  - Second Amendment Cost \$15,000
  - Total Budget After Amendment** **\$37,500**

RBC bills on a per hour, not-to-exceed basis. The billing rates for Russ Branson remains \$200/hour. The table below shows a breakdown of expected costs by task.

### SBSO Contract Options and Negotiations

#### Estimated Cost Per Task

Task	Hours	Cost (\$200/Hour)	Cumulative Cost
Task 1 - Review Other Models	8	\$1,600	\$1,600
Task 2 - Propose Model Options	20	\$4,000	\$5,600
Task 3 - Calculate Model Outcomes	10	\$2,000	\$7,600
Task 4 - Model Structure Negotiations	28	\$5,600	\$13,200
Task 5 - Technical Memo	9	\$1,800	\$15,000
<b>Total Cost</b>	<b>75</b>	<b>\$15,000</b>	

Due to the current pandemic, all work will be conducted remotely; therefore, there will not be travel cost associated with this work.

## PROJECT TIMELINE

RBC is available to begin work on this project immediately on this challenging assignment. The project data is needed to engage the County in discussions of a new model prior to the County spending too much time in their own model development. To that end, RBC will target the end of March to develop and cost several model options in **Tasks 1-3**. **Tasks 4 & 5** will follow this analysis.

## **PROJECT NAME: Animal Control Cost Review**

### **Phase I**

**Phase I** will provide an initial analysis and finding of the MGT study and will provide a decision point for the cities to authorize continued study evaluation or to accept the study results.

**Task 1: Review MGT Animal Control Study.** The County of Santa Barbara hired MGT to conduct a study that allocates Animal Control costs to contracting cities and the unincorporated areas of the County. The result of this study is a significant increase in contract costs for each of the cities. In this task, RBC will review the MGT study assumptions, cost data, allocations of overhead, and other cost-allocation assumptions to determine if the analysis appears to be fair to all agencies and within the bounds of the cost of animal control services being provided. This review will first seek to understand the study assumptions and methodology and then to identify any issues or concerns with the methodology that could lead to errant cost allocations.

**Task 2: Present Phase I Findings.** Based on the findings from **Task 1**, RBC will prepare a PowerPoint presentation outlining the MGT study methodology and RBC findings. The purpose of this presentation is to concisely demonstrate the MGT Animal Control costing analysis and to present all issues identified with this methodology. **Phase I** provides cities an opportunity to accept the MGT cost allocation study as is or to continue with a more in-depth review of the findings to directly challenge key aspects of the MGT study. This will also provide an opportunity to develop a joint path in pursuing in-depth analysis based on the initial review findings. At the end of **Phase I**, cities will be asked to authorize a transition to **Phase II** if appropriate.

**Phase I Budget.** The cost to complete **Phase I** is estimated to be **\$5,040**. This includes 16 hours for **Task 1** and 8 hours for **Task 2**. RBC bills at a rate of \$210 per hour.

### **Phase II**

Phase II will provide an in-depth analysis of any issues identified during **Phase I** and will result in specific recommendations for challenge of study findings and alternative costing of Animal Control services if sufficient data is available to do so.

**Task 3: In-Depth Analysis of Phase I Findings.** Based on the **Phase I** findings, RBC will provide an in-depth analysis of the MGT study results to identify where the proposed costing does not demonstrate a fair allocation of costs based on the services provided to each city. This analysis will review the underlying cost assumptions, allocation of costs from the Health Department and the County's administrative services, levels of service provided, historical use of the Animal Control services, and other data used by MGT in the development of their study results. In this task, RBC will approach the MGT analysis

with a critical, but fair, eye toward determining the proper allocation of costs. This will include discussions with each city on its experience with Animal Control services, -review of current and previous Animal Control budgets, and a determination if services are being expanded, revised, or otherwise changed in a way that can account for the increased costs.

Additionally, RBC will do an narrow review of similar County's Animal Control costs and city contracts. Service comparison work can be time-consuming and difficult to find apples-to-apples comparisons. The comparison work will be done on a cursory level to primarily determine how in line the County's costs are with other counties.

**Task 4: Develop Recommendations.** Based on the analysis in **Task 3**, RBC will develop a set of recommendations to review with MGT and County to revise the proposed Animal Control costs as appropriate. Each recommendation will be fact-based and will attempt to be laid out in a persuasive manner. Municipal agencies continue to face increasing cost pressures, and the County is attempting to ensure that it is not subsidizing the cities with their Animal Control contracts. To be effective, recommendations will need to focus on a clear set of issues and concerns that avoids an inappropriate shift of costs from the County to the contracting cities. The recommendations will focus primarily on this goal.

**Task 5: Prepare Technical Memo.** RBC will prepare a technical memorandum outlining the analysis performed, specific findings of the MGT study methodology, and recommendations to revise the Animal Control costing. The purpose of the memo will be to provide a detailed record of the reasoning behind any city request to change the cost allocation methodology. The technical memo will be paired with a summary PowerPoint presentation that can be used to communicate findings to the County and City Councils, as desired.

**Phase II Budget.** The cost to complete **Phase II** is estimated to be **\$10,500**. This includes 32 hours for **Task 3**, 10 hours for **Task 4**, and 8 hours for **Task 5**. RBC bills at a rate of \$210 per hour.

**Task 6: Present Study to Each City.** Depending on the overall outcome of the analysis, cities may desire separate presentations to City Councils outlining the analysis and recommendations for changes to the Animal Control proposed contract costs. This proposal assumes the presentation of results to the cities contracting for RBC services, the County Health Department, and MGT. If separate City Council presentations are requested, they will be billed at a flat fee of \$500 each.

## **PROJECT BUDGET**

The budget for **Phase I and Phase II** is **\$15,540**. An additional flat fee of \$500 per city will be charged for separate City Council presentations. RBC bills on an hourly, not-to-

exceed basis; therefore, cities will not be billed for work beyond the authorized maximum budget without prior written approval.

A summary of the proposed budget is as follows:

- Phase I \$5,040
- Phase II \$10,500
- Council Presentations \$500 each (flat fee)

The billing rates for Russ Branson is \$210/hour.

Due to the current pandemic, all work will be conducted remotely; therefore, there will be no travel cost associated with this work.

### **PROJECT TIMELINE**

RBC is available to begin work on this project once the Animal Control study is made available to the cities. Because the County and cities are in the process of setting their budget for the coming fiscal year, time is of the essence. To that end, RBC will target two weeks to complete the **Phase I** analysis and four to six weeks to complete the entire study, if authorized. Meetings will be held throughout this timeframe to keep the cities informed of study progress and to strategize of study findings.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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

<b>PRODUCER</b> <b>LORI CURRY, AGENT CA LIC #0690212</b> <b>451 PARK FAIR DR STE 2</b> <b>SACRAMENTO, CA 95864</b>	<b>CONTACT NAME:</b> LORI CURRY <b>PHONE (A/C, No, Ext):</b> 916-487-5151 <b>FAX (A/C, No):</b> 916-487-5193 <b>E-MAIL ADDRESS:</b> LORI@LORICURRY.COM														
<b>INSURED</b> <b>RUSS BRANSON CONSULTING</b> <b>8608 GLENROY WAY</b> <b>SACRAMENTO, CA 95826</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm General Insurance Company	25151	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	90-EM-T698-5 G	09/04/2021	09/04/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

8608 GLENROY WAY SACRAMENTO, CA 95826

**APPROVED**

By Todd Mitchell at 11:49 am, Apr 13, 2022

Certificate Holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF GOLETA, AGENCY, ITS EMPLOYEES,  
 OFFICIALS, AGENTS AND MEMBER AGENCIES  
 130 CREMONA DR STE B  
 GOLETA CA 93117-5514

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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.

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<b>PRODUCER</b> <b>LORI CURRY, AGENT CA LIC #0690212</b> <b>451 PARK FAIR DR STE 2</b> <b>SACRAMENTO, CA 95864</b>	<b>CONTACT NAME:</b> LORI CURRY <b>PHONE (A/C, No, Ext):</b> 916-487-5151 <b>FAX (A/C, No):</b> 916-487-5193 <b>E-MAIL ADDRESS:</b> LORI@LORICURRY.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm General Insurance Company	25151	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

8608 GLENROY WAY SACRAMENTO, CA 95826

Certificate Holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

COUNTY OF MONO, ITS OFFICERS, AGENTS, EMPLOYEES,  
 & VOLUNTEERS  
 PO BOX 556  
 BRIDGEPORT CA 93517-0556

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

*Wendy M. H. S. Curry*

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DATE (MM/DD/YYYY)

10/19/2021

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

8608 GLENROY WAY SACRAMENTO, CA 95826

Certificate Holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

TAHOE DONNER ASSOCIATION  
11509 NORTHWOODS BLVD

TRUCKEE CA 96161-6000

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

*[Signature]*

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**CHUBB®**

ACE Fire Underwriters Insurance Company

**Chubb Errors and Omissions  
Liability Declarations****RENEWAL CERTIFICATE**

IN CONSIDERATION OF THE PREMIUM FOR THE RENEWAL POLICY IDENTIFIED BELOW, THE INSURER RENEWS THE EXPIRING POLICY FOR THE PERIOD SET FORTH BELOW.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

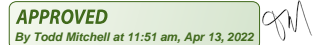
THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS, OF THE POLICY.

This Renewal Certificate renews the below referenced Expiring Policy and grants new Limit(s) of Liability and a new Retention. The terms, conditions and exclusions of the below referenced Expiring Policy, except as otherwise indicated herein or in endorsements attached hereto, apply to the renewal **Policy Period**. For purposes of coverage afforded during the renewal **Policy Period**, the term **Policy** means the Expiring Policy (including endorsements attached thereto), as amended by this Renewal Certificate and any endorsements attached hereto, and "Declarations" or "Declarations Page" means this Renewal Certificate.

Renewal **Policy** Number: EONCAF150727142-003Renewal of **Policy** Number (Expiring Policy):**Item 1. Named Insured**

Russell Branson dba Russ Branson Consulting

Principal Address: 4238 Maple Ln  
Carmichael, CA, 95608-2007**Item 2. Policy Period:**Renewed from 12:01 a.m. 09-04-2021 To 12:01a.m. 09-04-2022  
(Local time at the address shown in Item 1)

**Item 3. Limit of Liability (including Claims Expenses)**

\$1,000,000

Each Claim

\$2,000,000

Aggregate Limit

\$5,000.00

**Disciplinary Proceeding Claims Expenses** Aggregate Limit  
(in addition and Aggregate Limits set forth above)**Item 4. Retention**

\$2,500

Each Claim

- Item 5.** Premium: \$1,045
- Item 6.** **Retroactive Date** (if applicable): 09/04/2019
- Item 7:** **Professional Services:** See Amendatory Endorsement Definition of Professional Services Amended
- Item 8:** Notice to **Company:**
- A. Notice of **Claim** or **Wrongful Act:**  
 CHUBB North American Claims  
 PO Box 5122  
 Scranton, PA 18505-3801  
 Toll Free: 844-539-3801  
[ApolloOps1FNOL@chubb.com](mailto:ApolloOps1FNOL@chubb.com)
- B. All Other Notices:  
 Commercial Risk Services  
 3 Country View Road  
 Third Floor  
 Malvern, PA 19355
- Item 9.** Optional **Extended Reporting Period:**
- A. Additional Premium: 100% of last annual premium.
- B. Additional Period: 12 months
- Item 10.** Endorsements attached upon **Policy** effective date:
- |           |        |  |
|-----------|--------|--|
| PF38130CA | (0417) | RENEWAL CERTIFICATE (AFU)  |
| PF23294c  | (0310) | NETWORK SECURITY OR PRIVACY LIABILITY EXCLUSION  |
| PF47686   | (0316) | RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES  |
| PF47719   | (0316) | ADDITIONAL LIMIT OF LIABILITY CLAIMS EXPENSES  |
| PF47760   | (0516) | UNSOLICITED COMMUNICATIONS EXCLUSION   |
| PF42381CA | (0417) | DEFINITION OF PROFESSIONAL SERVICES AMENDED  |
| PF47462CA | (0417) | MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT<br>ENDORSEMENT  |
| PF47708CA | (0316) | FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS<br>ENDORSEMENT  |
| PF48964   | (0417) | AMENDATORY ENDORSEMENT CALIFORNIA  |
| PF18874   | (0206) | ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY<br>POLICY   |
| ALL20887  | (1006) | ACE PRODUCER COMPENSATION PRACTICES & POLICIES   |
| ILP001    | (0104) | U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS<br>CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS |

CC1K11i	(0218)	SIGNATURES
PF46422	(0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ALL21101	(1106)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Producer Name and No.: TRANSPORTATION RISK SERVICES LLC  
1300 SOUTH GROVE AVENUE SUITE 102  
BARRINGTON LAKE, IL, 60010  
Z01958

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by a duly authorized representative of the Company.

DATE: 09/04/2019

---

Authorized Representative

Chubb. Insured.<sup>SM</sup>

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

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF23294c0310
Policy Symbol EON	Policy Number EONCAF150727142-003	Policy Period 09-04-2021 to 09-04-2022	Effective Date of Endorsement 09-04-2021
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

**Network Security or Privacy Liability Exclusion**

1. Section II, Definitions, is amended by adding the following:

- **Network Security or Privacy Breach** means:

1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:
  - (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  - (b) the Gramm-Leach-Bliley Act of 1999;
  - (c) the California Security Breach Notification Act (CA SB 1386);
  - (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
  - (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
  - (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.

2. Section III, Exclusions, is amended by adding the following:

- alleging, based upon, arising out or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

---

Authorized Representative

**RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES**

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF476860316
Policy Symbol EON	Policy Number EONCAF150727142-003	Policy Period 09-04-2021 to 09-04-2022	Effective Date of Endorsement 09-04-2021
Issued By (Name of Insurance Company) ACEFire			

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

It is agreed that:

1. The Retention set forth in Item 4 of the Declarations will not apply to **Claims Expenses**.
2. Section V. B, Retention, is amended by deleting “and **Claims Expenses**” from subsections 1.and 2.

All other terms and conditions of this **Policy** remain unchanged.

**Additional Limit of Liability: Claims Expenses**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF477190316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted:

Limit of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses**:

- |                   |  |
|-------------------|--|
| a. \$1,000,000    | Each <b>Claim</b>                                      |
| b. \$2,000,000    | Aggregate Limit  |
| c. \$1,000,000.00 | Claims Expenses Aggregate Limit                        |
| d. \$10,000       | Disciplinary Proceeding Claims Expense Aggregate Limit |

- Section V., LIMITS OF LIABILITY AND RETENTION, A. Limits and B. Retention, are deleted in their entirety and replaced with the following:

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention up to the aggregate amount stated in Item 3.c of the Declarations without reduction or erosion of the Each **Claim** or Aggregate limits of liability stated in Items 3.a and 3b of the Declarations.
- Once the **Insurer** has paid the amount set forth in Item 3.c of the Declarations in Aggregate **Claims Expenses** arising from or relating to any and all **Claims**, all further payments by the **Insurer** of **Claims Expenses** shall be subject to the limits stated in Items 3.a and 3b which limits are applicable to both **Damages** and **Claims Expenses**.

B. Limit of Liability

- Except as otherwise stated in section V.A,
  - the **Insurer's** maximum liability for the sum of all **Damages** and **Claims Expenses** for each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, shall be the amount stated as the Each **Claim** limit in Item 3.a of the Declarations, and
  - the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period** shall be the amount stated as the Aggregate Limit in Item 3.b of the Declarations.
- All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy**

**Period.** All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.

3. Except as otherwise stated in section V.A, any payment of **Damages** or **Claims Expenses** by the **Insurer** will reduce the Limits of Liability stated in Item 3.a and 3.b of the Declarations. If the Aggregate Limit stated in Items 3.b is exhausted, then the limit for **Claims Expenses** stated in Item 3.c shall also be deemed exhausted.
  4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.
  5. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.
- C. Retention
1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. The Retention amount applies to Claim Expenses and Damages, however the Retention amount applies only once per each Claim. The Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
  2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF477600516</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF1507271 42-003</b>	Policy Period <b>09-04-2021 To 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Unsolicited Communications Exclusion**

It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to:
  - (1) the United States of America CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
  - (2) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; or
  - (3) any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**DEFINITION OF PROFESSIONAL SERVICES AMENDED**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF42381CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CHUBB ERRORS AND OMISSIONS POLICY**

It is agreed that Section II, Definitions, subsection P. is deleted in its entirety and replaced by the following:

- P. **Professional Services** means services performed for others by an **Insured** or by any person or entity for whom the **Insured** is legally liable for others for a fee; provided, however, **Professional Services** shall not include services performed as the following:

accountant, actuary, architect, banker, builder, construction manager, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, mortgage banker/broker, nurse, physician, property developer, security broker/dealer, software programmer, structured settlement broker, web site designer, or web site host services.

All other terms and conditions of this **Policy** remain unchanged.

**MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47462CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CHUBB ERRORS AND OMISSIONS POLICY**

It is agreed that in consideration of the premium paid, the **Policy** is amended as follows:

1. Section I, Insuring Agreement and Defense, subsection B, Defense is amended by deleting numbered paragraph 2 in its entirety and inserting the following:
  2. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Company**, then the **Company's** liability to pay **Damages** and **Claims Expenses** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (ii) 70% of all subsequent covered **Claims Expenses** and **Damages** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 30% of **Claims Expenses** and **Damages** shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
2. Section II, Definitions, is amended as follows:
  - a. Subsection C, the definition of **Claim** is amended by adding the following:  
**Claim** also means a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** as otherwise described in this definition.
  - b. Subsection F, the definition of **Damages** is amended by deleting the last paragraph and inserting the following:  
**Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.
  - c. Subsection I, the definition of **Insured**, is amended by adding the following paragraphs:
    - **Insured** also means any joint venture entered into by the **Named Insured**, but only for the legal liability of the **Named Insured** in the rendering of or failure to render **Professional Services** which may result from the **Named Insured's** participation in such joint venture.
    - **Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;
3. Section III, Exclusions, is amended as follows:
  - a. Subsection A, is deleted in its entirety and the following is inserted:
    - A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply unless and until there is an adverse admission by or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**. This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion, only the knowledge of the

**Named Insured's** and any **Subsidiary's** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, and Risk Manager (or the functional equivalent of such positions) shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of any other **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

b. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the **Insured's** performance of or failure to perform professional services as a accountant, actuary, architect, banker, builder, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, nurse, physician, property developer, security broker/dealer, or structured settlement broker.
- alleging, based upon, arising out of or attributable to any unsolicited dissemination of faxes or e-mails to multiple, actual or prospective customers of the **Insured** or any other third party, including but not limited to **Claims** alleging any actual or alleged violation of the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

4. Section VI, Conditions, is amended as follows:

a. Subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), is first made aware of such **Claim**, but in no event later than 60 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

b. Subsection D, Representations, is amended as follows:

- i. The phrase "this **Policy** shall be void ab initio" is deleted and the following is inserted in its place:  
this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.
- ii. The following provision is added:  
For purposes of this subsection D, only the knowledge of the **Named Insured's** and any **Subsidiary's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of an **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

c. Subsection E, Termination, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 15 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 15 day period;
  - c. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - d. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

d. Subsection F, Territory and Valuation is amended by deleting numbered paragraph 1 and inserting the following:

1. Coverage under this **Policy** shall extend to **Wrongful Acts** occurring and **Claims** made anywhere in the world, where legally permissible.

e. The following new subsections are added:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

- **Allocation**

A. If **Damages**, in part, covered by this **Policy** and, in part, not covered by this **Policy**, are incurred on account of a single **Claim** for which the **Company** retains the duty to defend, the **Policy** will pay one hundred percent (100%) of reasonable and necessary **Claims Expenses** incurred in the defense of such **Claims**.

B. **Damages** and **Claims Expenses** incurred by the **Insured** on account of any **Claim** for which the **Company** does not retain the duty to defend shall be allocated between covered and uncovered loss based on the relative legal and financial exposures of the parties and loss at issue.

5. Section VII, Material Changes In Conditions, subsection A, is amended by deleting the phrase “exceeds 10%” and inserting the phrase “exceeds 20%”.

All other terms and conditions of this **Policy** remain unchanged.

## FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS ENDORSEMENT

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47708CA0316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF15072714 2-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return and/or interest;
- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments or real property;
- alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;
- alleging, based upon, arising out of, or attributable to services as an investment advisor or any offer to provide such services or any services in connection therewith;
- alleging, based upon, arising out of, or attributable to the selection of any investment manager, investment advisor or custodial firm;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;
- alleging, based upon, arising out of, or attributable to the failure to secure financing
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
- alleging, based upon, arising out or attributable to the performance of or failure to perform services as an attorney, accountant or actuary;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF489640417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Amendatory Endorsement - California**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II of the **Policy** is amended at Definitions F. **Damages** by adding the following to the end of the second paragraph:
 

; provided further that, if such jurisdiction is the State of California, then **Damages** does not include punitive and exemplary damages and the multiplied portion of any multiple damage award.
2. Section VI of the **Policy** is amended at Condition E, Termination, by adding the following:
  - If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Company** issued, the **Company** may terminate this **Policy** only for one or more of the following reasons:
    - a. failure to pay a premium when due, including payment due on a prior policy the **Company** issued and due during the current **Policy Period** covering the same risks;
    - b. a judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
    - c. discovery of fraud or material misrepresentation by either of the following:
      - 1) the **Insured** or its representative in obtaining the insurance;
      - 2) the **Named Insured** or its representative in pursuing a **Claim** under the **Policy**;
    - d. discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or its representative, which materially increases any of the risks insured against;
    - e. failure by the **Named Insured** or its representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of **Policy** issuance or which were conditions precedent to the use by the **Company** of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
    - f. a determination by the Insurance Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the **Company**;
    - g. a determination by the Insurance Commissioner that a continuation of the **Policy** coverage would place the **Company** in violation of the laws of California or the state of its domicile or that the continuation of coverage would threaten the solvency of the **Company**; or
    - h. a change by the **Named Insured** or its representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the **Policy**.

- Notice of termination from the **Company** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.

3. The following Condition is added to Section VI of the **Policy**:

- **NONRENEWAL**

If the **Company** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days, but not more than 120 days, before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

The **Company** is not required to send notice of nonrenewal if:

1. the transfer of, or renewal of, a **Policy** without a change in its terms or conditions or the rate on which the premium is based between the **Company** and another company which are members of the same insurance group;
2. the **Policy** has been extended for 90 days or less and the notice required in the first paragraph above has been given prior to the extension;
3. the **Named Insured** has obtained replacement or has agreed, in writing, within 60 days of the termination of the **Policy**, to obtain that coverage;
4. the **Policy** is for a period of no more than 60 days and the **Insured** is notified at the time of issuance that it may not be renewed;
5. the **Named Insured** requests a change in the terms or conditions or risks covered by the **Policy** within 60 days prior to the end of the **Policy Period**; or
6. the **Company** has made a written offer to the **Insured**, within the time period specified in the first paragraph above, to renew the **Policy** under changed terms or conditions or at a changed premium rate, when the increase exceeds 25%.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative



**ACE Fire Underwriters Insurance  
Company**

## **ACE Advantage® Miscellaneous Professional Liability Policy**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Company** agree as follows:

### **I. INSURING AGREEMENT AND DEFENSE**

#### **A. Insuring Agreement**

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

#### **B. Defense**

1. The **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.
2. The **Company's** duty to defend ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** incurred until the date of such refusal. The **Insured** thereafter has the duty to defend at its own expense. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
3. The **Company** shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted, or after the **Company** has deposited the remaining available Limit of Liability with a court of competent jurisdiction. In such case, the **Company** shall withdraw from investigation, defense, payment or settlement of such **Claim** and shall tender control of such **Claim** to the **Insured**.
4. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to \$250.00 per day and a maximum amount of \$5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.

### **II. DEFINITIONS**

- A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

- B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- C. **Claim** means:
1. a written demand against any **Insured** for monetary or non-monetary damages;
  2. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
  3. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
  4. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
  5. a **Disciplinary Proceeding**; including any appeal therefrom.
- D. **Claims Expenses** means:
1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, in the investigation and defense of covered **Claims**; and
  2. premiums for any appeal bond, attachment bond or similar bond, provided the **Company** shall have no obligation to apply for or furnish such bond.
- Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of the **Company** or the **Insured**.
- E. **Company** means the insurance company providing this insurance.
- F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, awards and settlements. **Damages** shall not include:
1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
  2. taxes, fines or penalties;
  3. matters uninsurable under the law pursuant to which this **Policy** is construed;
  4. disgorgement of profits by an **Insured**; cost of an **Insured's** correction; fees, commissions, expense or costs paid to or charged by an **Insured**;
  5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; or
  6. any amount relating to a **Disciplinary Proceeding**, other than **Claims Expenses**.
- Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy** or such **Claim**.
- G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct by an **Insured** in the performance of **Professional Services**.
- H. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section IV, **Extended Reporting Period**.
- I. **Insured** means:
1. the **Named Insured**;
  2. any **Subsidiary**, but only with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
  3. any past or present principal, partner, officer, director, trustee or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;

4. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in paragraph 3 above in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
  5. independent contractors who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** thereof.
- J. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- K. **Named Insured** means the entity or person specified in Item 1 of the Declarations.
- L. **Personal Injury Offense** means one or more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. defamation, including libel and slander, and disparagement;
  4. publication or an utterance in violation of an individual's right to privacy; and
  5. invasion of the right to private occupancy, including wrongful entry or eviction.
- M. **Policy** means collectively, the Declarations, the **Application**, this policy form and any endorsements.
- N. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section VI.E, Termination of the Policy.
- O. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county or municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, or noise.
- P. **Professional Services** means only those services specified in Item 7 of the Declarations performed for others by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.
- Q. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
  2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- R. **Retroactive Date** means the date specified in Item 6 of the Declarations.
- S. **Subsidiary** means any entity, other than a joint venture, in which the **Named Insured**:
1. owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company; or
  2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured** or any **Subsidiary**, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company,

on or before the inception date of the **Policy**, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.

- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**.
- U. **Wrongful Employment Practices** means any actual or alleged:
1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
  2. employment-related misrepresentation;
  3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
  4. sexual harassment or other unlawful workplace harassment;
  5. wrongful deprivation of a career opportunity or failure to employ or promote;
  6. wrongful discipline of employees;
  7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
  8. negligent evaluation of employees;
  9. failure to adopt adequate workplace or employment policies and procedures;
  10. employment-related libel, slander, defamation, or invasion of privacy;
  11. employment-related wrongful infliction of emotional distress;
  12. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

### III. EXCLUSIONS

The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;
- B. alleging, based upon, arising out of, or attributable to any **Bodily Injury** or **Property Damage**;
- C. alleging, based upon, arising out of, or attributable to any liability of others assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- D. alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:
  1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
  2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held or not-for-profit company;
- E. brought or maintained by, on behalf of, or in the right of any **Insured**;
- F. alleging, based upon, arising out of or attributable to any **Wrongful Employment Practice**;

- G. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
- I. alleging, based upon, arising out or attributable to any violation of:
  - 1. the Employee Retirement Income Security Act of 1974;
  - 2. the Securities Act of 1933, the Securities Exchange Act of 1934;
  - 3. the Racketeering Influenced and Corrupt Organizations Act of 1970;
 and any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law;
- J. alleging, based upon, arising out of, or attributable to the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled;
- K. alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;
- L. alleging, based upon, arising out of, or attributable to:
  - 1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
  - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- M. alleging, based upon, arising out of, or attributable to:
  - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;
- N. alleging, based upon, arising out of, or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

#### IV. **EXTENDED REPORTING PERIOD**

If the **Company** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

##### A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of

such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. Optional **Extended Reporting Period**

1. The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 9 of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 9 of the Declarations following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.
2. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Company**, and the **Company** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.
3. The 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

C. The **Company** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Company** within 10 days following the date of such notice by the **Company** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The Automatic and Optional **Extended Reporting Periods** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic and Optional **Extended Reporting Period**, combined.

E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**

V. LIMITS OF LIABILITY AND RETENTION

A. Limits

1. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.
2. The Each Claim Limit stated in Item 3 of the Declarations shall be the **Company's** maximum aggregate liability for the sum of all **Damages** and **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
3. The Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

5. **Claims Expenses** shall be part of and not in addition to the Aggregate Limit of Liability shown in Item 3 of the Declarations, and shall reduce such Aggregate Limit of Liability.
6. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

VI. CONDITIONS

A. Notice:

1. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
2. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Company** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
  - a. the identity of the potential claimants;
  - b. a description of the anticipated **Wrongful Act** allegations;
  - c. the identity of the **Insureds** allegedly involved;
  - d. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
  - e. the consequences which have resulted or may result; and
  - f. the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Company** of any **Claim** or **Wrongful Act** shall be given to the **Company** at the address set forth in Item 8A of the Declarations. All other notices to the **Company** under this **Policy** shall be given to the **Company** at the address set forth in Item 8B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

B. Assistance and Cooperation

The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall immediately forward to the **Company** at the address indicated in Item 8A of the Declarations every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives. The **Insured** shall do nothing that may prejudice the **Company's** position.

#### C. Other Insurance

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

#### D. Representations

1. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
  - a. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
  - b. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Company** under this **Policy**.

It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio.

#### E. Termination

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Company**;
  - c. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
  - d. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - e. at such other time as may be agreed upon by the **Company** and the **Named Insured**.
2. If the **Policy** is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed at the customary short rate. If the **Policy** is terminated by the **Company**, the **Company** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

#### F. Territory And Valuation

1. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, provided that the **Claim** is made within the jurisdiction, and subject to the substantive laws of the United States of America, Canada, or their territories or possessions.
2. All premiums, limits, retentions, **Damages** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.

#### G. Subrogation

In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

#### H. Action Against the **Company** and Bankruptcy

No action shall lie against the **Company**. No person or organization shall have any right under this **Policy** to join the **Company** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Company** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

#### I. Authorization

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

#### J. Alteration, Assignment and Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy** nor prevent the **Company** from asserting any right under the terms of this **Policy**.
2. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Company**.
3. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

#### K. Interpretation

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy**, without regard to the authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company** and without reference to the reasonable expectations of either the **Insured** or the **Company**.

## VII. MATERIAL CHANGES IN CONDITIONS

### A. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to **Claims** for **Wrongful Acts** taking place after such acquisition or creation, unless the **Company** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the total revenue of such acquired organization, as reflected in the then most recent consolidated financial statements of the organization, exceeds 10% of the total revenue of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall, no later than 60 days after the effective date of such acquisition or creation:

- a. give written notice of such acquisition or creation to the **Company**;
- b. pay any additional premium required by the **Company**; and
- c. agree to any additional terms and conditions of this **Policy** as required by the **Company**.

### B. Acquisition of the **Named Insured**

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of i) the directors of the **Named Insured** if a Corporation; ii) the management committee members of the **Named Insured** if a partnership; iii) the management board of the **Named Insured** if a limited liability company;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

### C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

***Westchester***

A Chubb Company

**Chubb Producer Compensation  
Practices & Policies**

Westchester believes that policyholders should have access to information about Westchester's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**CHUBB®****SIGNATURES**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>CC1K11i0218</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

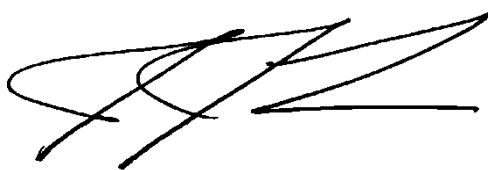
By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



REBECCA L. COLLINS, Secretary



JOHN J. LUPICA, President

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF464220715</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -003</b>	Policy Period <b>09-04-2021 To 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF190611005</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> to <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Spousal Coverage Extension**

It is agreed that Section VI, Conditions, is amended by adding the following subsection:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF192361205</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> to <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Insured Definition Amended-Leased, Part Time, Seasonal Employees**

It is agreed that Section II, Definitions, Subsection I, the definition of **Insured** is amended by adding the following:

**Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

All other terms and conditions of this **Policy** remain unchanged.

---

 Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF198060206</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> to <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Additional Insured (Automatic Pursuant to Contract)**

It is agreed that:

1. Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means any client or customer of the **Named Insured**, but only if a written contract entered into by the **Named Insured** specifically requires that such client or customer be added as an additional **Insured** for professional liability or errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such client or customer which results from **Wrongful Acts** committed solely by the **Named Insured**.

The **Policy** will not provide coverage for any **Wrongful Act** committed by such client or customer referenced above which is added to this **Policy** as an additional **Insured**.

2. Section III, Exclusions, is amended by deleting exclusion E, but solely with respect to **Claims** asserted by such client or customer referenced above for **Wrongful Acts** actually or allegedly committed by an **Insured** in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this **Policy** remain unchanged.

---

Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF389810113</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF1507271 42-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**False Claims Act Exclusion**

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

---

Authorized Representative

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>ALL211011106</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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










This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

---

Authorized Agent

## DOCUMENT ROUTING AND APPROVAL FORM

<b>Requires Council Approval:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>Meeting Date:</b>	<b>Requires Vendor Set-up:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>If no, Vendor Number:</b>
<b>Director Level Approval:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <b>Site Authority:</b> City Manager	<b>Provide summary of agreement below:</b> <small>Amendment No. 2 to Agreement No. 2021-015 for Financial Consulting Services amended to add a task pertaining to the City's (and three other contract cities') law enforcement services costs for FY 22/23 and a new law enforcement services agreement commencing FY 23/24 and to provide for additional compensation in the amount of ten thousand two hundred-fifty dollars (\$10,250) for this additional task, inclusive of the \$2,250 remaining from Amendment No. 1.</small>
<b>Document Name and Type:</b> Professional Services Agreement	<b>Project Name:</b> RNA and Sheriff Contract Analysis
<b>Vendor Name:</b> Russ Branson Consulting <b>Contact Person:</b> Russ Branson <b>Address:</b> 8608 Glenroy Way, Sacramento, CA 95826 <b>Phone Number:</b> 916-747-7834 <b>Email Address:</b> russ@russbransonconsulting.com <b>Business License Number:</b>	<b>City Project Manager:</b> Luke Rioux <b>Contact Number:</b> 805-562-5508 <b>Email Address:</b> lrioux@cityofgoleta.org <b>Staff Routing Agreement:</b> <b>Contact Number:</b> <b>Email Address:</b>
<b>AMOUNT NOT TO EXCEED:</b> <div style="font-size: 24pt; font-weight: bold;">Adding \$10,250 NTE \$40,000</div>	<b>ON CALL SERVICES? :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> <b>COUNCIL APPROPRIATION NEEDED :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>

ROUTING PROCESS	DESCRIPTION	DATE	INITIAL
Department Head Initiation	Authority to initiate agreement	11/2/2021	DS 
Risk Manager	Staff to initiate review of insurance provision in agreement	11/3/2021	DS 
City Attorney	Contract review/Approve as form	11/3/2021	DS 
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed. Requisition Number: <div style="font-size: 1.2em; font-weight: bold;">22CM006</div>	11/3/2021	DS 
Vendor	Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents.	11/8/2021	DS 
Staff (DocuSign User)	Staff receives electronically signed agreement and insurance documents from vendor.	11/8/2021	DS 
Risk Manager	Risk Management shall rate Insurance and provide documents to Project Manager upon approval		DS 
City Manager	City Manager will approve and sign the agreement.	11/10/2021	DS 
City Clerk	City Clerk will approve and sign the agreement.	11/10/2021	DS 
Vendor	Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign.		

## PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

BELOW FOR CITY CLERK PROCESSING ONLY					
FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER		

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RUSS BRANSON CONSULTING**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Russ Branson Consulting**, Sole Proprietor ("Consultant") dated February 12, 2021 ("Agreement," Agreement No. 2021-015) is made on this 10<sup>th</sup> day of November, 2021.

**RECITALS**

A. The parties entered into the Agreement for professional financial consulting services pertaining to the City of Goleta's tax sharing agreement with Santa Barbara County.

B. Amendment No. 1 to the Agreement dated April 26, 2021 added a task pertaining to negotiation of the City's (and three other contract cities') law enforcement services agreement with the County Sheriff and a commensurate increase in compensation of twelve thousand dollars (\$12,000), of which \$2,250 is unexpended.

C. The parties now desire to further amend the Agreement so as to add a task pertaining to the City's (and three other contract cities') law enforcement services costs for FY 22/23 and a new law enforcement services agreement commencing FY 23/24 and to provide for additional compensation in the amount of ten thousand two hundred-fifty dollars (\$10,250) for this additional task, inclusive of the \$2,250 remaining from Amendment No. 1.

D. The parties desire to approve a new scope of work describing the additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2."

**NOW, THEREFORE**, City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$8,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$40,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

City of Goleta  
Amendment No.2 to Agreement No. 2021-015  
Page 1 of 3

- (b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

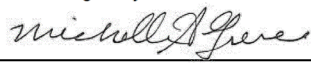
2. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

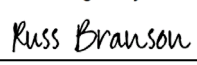
3. Except as otherwise specifically provided herein, all other provisions of the Agreement and Amendment No. 1 shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.


**CITY OF GOLETA**


DocuSigned by:  
  
DE7C8466390944A  
Michelle Greene, City Manager

**CONSULTANT**


DocuSigned by:  
  
F2EF7035E3B44AB  
Russ Branson

**ATTEST:**

DocuSigned by:  
  
A3E08F3478CA47E  
Deborah Lopez, City Clerk

DocuSigned by:  
  
F2EF7035E3B44AB  
Russ Branson

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
A1B18F898161498  
Winnie Cai, Assistant City Attorney

## EXHIBIT A-2

### SCOPE OF WORK

**Task 1: Project Kick-Off.** RBC will work with Natelson Dale to define the data and analysis needs to construct an updated cost model for the Sheriff's services contract. After an initial call with Natelson Dale, a data request will be developed for the County (and cities, if needed) to begin model construction. The initial kick-off will define the goals, expected outcomes, and principles of the analysis to be conducted.

**Task 2: Sheriff's Contract Cost Model Options.** RBC will work with Natelson Dale to develop one or more cost structures for the County-to provide police services to the cities. These models must be: transparent, predictable, auditable, and fair to all parties. As model options are developed, RBC will be in communication with the cities to ensure that the data used—and expected contract outcomes—meet the needs of each City and the County.

**Task 3: Review Natelson Dale Model.** The Sheriff has contracted with Natelson Dale to construct and maintain the contract cost model. RBC will review the model development process to ensure that the final model meets the needs of each City. Additionally, any model needs to be able to provide regular reports that provide meaningful and regular reporting on services provided. Any cost-change to provided services must be identified early and clearly backed up with transparent data.

**Task 4: Prepare Technical Memo.** RBC will prepare a technical memorandum analyzing the cost model from each City's perspective and how the model meets or does not meet the transparent, predictable, auditable, and fair criteria set out above. If the model does not meet said criteria, RBC will provide recommendations for the individual Cities to assist them in their negotiations with the Sheriff. The memo will also address reporting requirements by both the Cities and the Sheriff, how each City can track the service provided and cost of service through County reporting, and any other matter that the Cities would like addressed.

### PROJECT BUDGET

RBC is proposing to perform this study for a not-to-exceed budget of **\$10,250**. This will be an increase to the current project budget, and increase the total not-to-exceed budget to \$20,000, including already billed amounts. RBC bills monthly based on worked completed. The billing rate for Russ Branson is \$200/hour.

Due to the current pandemic, all work will be conducted remotely; therefore, there will not be travel cost associated with this work.

### PROJECT TIMELINE

RBC is available to begin work on this project immediately on this challenging assignment. The project completion will be dependent on Natelson Dale's work progress, but shall be delivered to the Cities no later than [two months prior to when Sheriff's negotiations must conclude]. RBC will work diligently with Natelson Dale through development of the new contract cost model.

REQUISITION

Requisition #: 22CM006  
Date: 07/02/2021  
Vendor #: 003374

ISSUED TO: Russell Branson  
4238 Mapel Lane  
Carmichael, CA 95608-

SHIP TO: CITY OF GOLETA  
130 CREMONA DRIVE, SUITE B  
GOLETA, CA 93117

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Agrmt 2021-015 for Financial Consulting S		0.00 101-10-1200-51200	10,250.00
<b>PO Description:</b> Agrmt for RNA and Sheriff Contract Analysis				
<b>Detailed Description:</b> Amendment 2 to Professional Service Agreement 2021-015 for RNA and Sheriff Contract Analysis - Financial Consulting Services in conjunction with development of an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County, and negotiation of the County Sheriff law enforcement services agreement, including compensation.				

Authorized By: \_\_\_\_\_

SUBTOTAL:	10,250.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	10,250.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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

<b>PRODUCER</b> <b>LORI CURRY, AGENT CA LIC #0690212</b> <b>451 PARK FAIR DR STE 2</b> <b>SACRAMENTO, CA 95864</b>	<b>CONTACT NAME:</b> LORI CURRY <b>PHONE (A/C, No, Ext):</b> 916-487-5151 <b>FAX (A/C, No):</b> 916-487-5193 <b>E-MAIL ADDRESS:</b> LORI@LORICURRY.COM														
<b>INSURED</b> <b>RUSS BRANSON CONSULTING</b> <b>8608 GLENROY WAY</b> <b>SACRAMENTO, CA 95826</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm General Insurance Company	25151	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b>			APPROVED 11/2/2021 <i>[Signature]</i> 90-EM-T698-5 G	09/04/2021	09/04/2022	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY
	OTHER:						GENERAL AGGREGATE
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG
	ANY AUTO						
	OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)
	HIRED AUTOS ONLY						BODILY INJURY (Per person)
	SCHEDULED AUTOS						BODILY INJURY (Per accident)
	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b>						
	<b>EXCESS LIAB</b>						EACH OCCURRENCE
	DED						AGGREGATE
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	<b>Prof Liab.</b>						

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

8608 GLENROY WAY SACRAMENTO, CA 95826

Certificate Holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF GOLETA, AGENCY, ITS EMPLOYEES,  
 OFFICIALS, AGENTS AND MEMBER AGENCIES  
 130 CREMONA DR STE B  
 GOLETA CA 93117-5514

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

*[Signature]*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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<b>PRODUCER</b> <b>LORI CURRY, AGENT CA LIC #0690212</b> <b>451 PARK FAIR DR STE 2</b> <b>SACRAMENTO, CA 95864</b>	<b>CONTACT NAME:</b> LORI CURRY <b>PHONE (A/C, No, Ext):</b> 916-487-5151 <b>FAX (A/C, No):</b> 916-487-5193 <b>E-MAIL ADDRESS:</b> LORI@LORICURRY.COM														
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	90-EM-T698-5 G	09/04/2021	09/04/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

8608 GLENROY WAY SACRAMENTO, CA 95826

Certificate Holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

COUNTY OF MONO, ITS OFFICERS, AGENTS, EMPLOYEES,  
& VOLUNTEERS  
PO BOX 556  
BRIDGEPORT CA 93517-0556

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

*Wendy M. H. S. Curry*

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10/19/2021

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

<b>PRODUCER</b>  <b>LORI CURRY, AGENT CA LIC #0690212</b> <b>451 PARK FAIR DR STE 2</b> <b>SACRAMENTO, CA 95864</b>	<b>CONTACT NAME:</b> LORI CURRY <b>PHONE (A/C, No, Ext):</b> 916-487-5151 <b>FAX (A/C, No):</b> 916-487-5193 <b>E-MAIL ADDRESS:</b> LORI@LORICURRY.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm General Insurance Company	25151	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Farm General Insurance Company	25151														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  <b>RUSS BRANSON CONSULTING</b> <b>8608 GLENROY WAY</b> <b>SACRAMENTO, CA 95826</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b>			90-EM-T698-5 G	09/04/2021	09/04/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$
	<b>AUTOMOBILE LIABILITY</b>						GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO						PRODUCTS - COMP/OP AGG \$
	OWNED AUTOS ONLY						\$
	HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						\$
	<b>EXCESS LIAB</b>						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

8608 GLENROY WAY SACRAMENTO, CA 95826

Certificate Holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

TAHOE DONNER ASSOCIATION  
11509 NORTHWOODS BLVD

TRUCKEE CA 96161-6000

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

*[Signature]*

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**CHUBB®**

ACE Fire Underwriters Insurance Company

**Chubb Errors and Omissions  
Liability Declarations****RENEWAL CERTIFICATE**

**IN CONSIDERATION OF THE PREMIUM FOR THE RENEWAL POLICY IDENTIFIED BELOW, THE INSURER RENEWS THE EXPIRING POLICY FOR THE PERIOD SET FORTH BELOW.**

**THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.**

**THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.**

**TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS, OF THE POLICY.**

This Renewal Certificate renews the below referenced Expiring Policy and grants new Limit(s) of Liability and a new Retention. The terms, conditions and exclusions of the below referenced Expiring Policy, except as otherwise indicated herein or in endorsements attached hereto, apply to the renewal **Policy Period**. For purposes of coverage afforded during the renewal **Policy Period**, the term **Policy** means the Expiring Policy (including endorsements attached thereto), as amended by this Renewal Certificate and any endorsements attached hereto, and "Declarations" or "Declarations Page" means this Renewal Certificate.

Renewal **Policy** Number: EONCAF150727142-003Renewal of **Policy** Number (Expiring Policy):**Item 1. Named Insured**

Russell Branson dba Russ Branson Consulting

Principal Address: 4238 Maple Ln  
Carmichael, CA, 95608-2007

**Item 2. Policy Period:**

Renewed from 12:01 a.m. 09-04-2021 **To** 12:01a.m. 09-04-2022  
(Local time at the address shown in Item 1)

**Item. 3. Limit of Liability (including Claims Expenses)**

\$1,000,000

Each **Claim**

\$2,000,000

Aggregate Limit

\$5,000.00

**Disciplinary Proceeding Claims Expenses** Aggregate Limit  
(in addition and Aggregate Limits set forth above)

**Item 4. Retention**

\$2,500

Each **Claim**

- Item 5.** Premium: \$1,045
- Item 6.** **Retroactive Date** (if applicable): 09/04/2019
- Item 7:** **Professional Services:** See Amendatory Endorsement Definition of Professional Services Amended
- Item 8:** Notice to **Company:**
- A. Notice of **Claim** or **Wrongful Act:**  
 CHUBB North American Claims  
 PO Box 5122  
 Scranton, PA 18505-3801  
 Toll Free: 844-539-3801  
[ApolloOps1FNOL@chubb.com](mailto:ApolloOps1FNOL@chubb.com)
- B. All Other Notices:  
 Commercial Risk Services  
 3 Country View Road  
 Third Floor  
 Malvern, PA 19355
- Item 9.** Optional **Extended Reporting Period:**
- A. Additional Premium: 100% of last annual premium.
- B. Additional Period: 12 months
- Item 10.** Endorsements attached upon **Policy** effective date:
- |           |        |  |
|-----------|--------|--|
| PF38130CA | (0417) | RENEWAL CERTIFICATE (AFU)  |
| PF23294c  | (0310) | NETWORK SECURITY OR PRIVACY LIABILITY EXCLUSION  |
| PF47686   | (0316) | RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES  |
| PF47719   | (0316) | ADDITIONAL LIMIT OF LIABILITY CLAIMS EXPENSES  |
| PF47760   | (0516) | UNSOLICITED COMMUNICATIONS EXCLUSION   |
| PF42381CA | (0417) | DEFINITION OF PROFESSIONAL SERVICES AMENDED  |
| PF47462CA | (0417) | MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT<br>ENDORSEMENT  |
| PF47708CA | (0316) | FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS<br>ENDORSEMENT  |
| PF48964   | (0417) | AMENDATORY ENDORSEMENT CALIFORNIA  |
| PF18874   | (0206) | ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY<br>POLICY   |
| ALL20887  | (1006) | ACE PRODUCER COMPENSATION PRACTICES & POLICIES   |
| ILP001    | (0104) | U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS<br>CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS |

CC1K11i	(0218)	SIGNATURES
PF46422	(0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ALL21101	(1106)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Producer Name and No.: TRANSPORTATION RISK SERVICES LLC  
1300 SOUTH GROVE AVENUE SUITE 102  
BARRINGTON LAKE, IL, 60010  
Z01958

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by a duly authorized representative of the Company.

DATE: 09/04/2019

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Authorized Representative

Chubb. Insured.<sup>SM</sup>

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

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF23294c0310
Policy Symbol EON	Policy Number EONCAF150727142-003	Policy Period 09-04-2021 to 09-04-2022	Effective Date of Endorsement 09-04-2021
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

**Network Security or Privacy Liability Exclusion**

1. Section II, Definitions, is amended by adding the following:

- **Network Security or Privacy Breach** means:

1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:
  - (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  - (b) the Gramm-Leach-Bliley Act of 1999;
  - (c) the California Security Breach Notification Act (CA SB 1386);
  - (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
  - (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
  - (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.

2. Section III, Exclusions, is amended by adding the following:

- alleging, based upon, arising out or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES**

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF476860316
Policy Symbol EON	Policy Number EONCAF150727142-003	Policy Period 09-04-2021 to 09-04-2022	Effective Date of Endorsement 09-04-2021
Issued By (Name of Insurance Company) ACEFire			

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

It is agreed that:

1. The Retention set forth in Item 4 of the Declarations will not apply to **Claims Expenses**.
2. Section V. B, Retention, is amended by deleting “and **Claims Expenses**” from subsections 1.and 2.

All other terms and conditions of this **Policy** remain unchanged.

**Additional Limit of Liability: Claims Expenses**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF477190316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted:

Limit of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses**:

- |                   |  |
|-------------------|--|
| a. \$1,000,000    | Each <b>Claim</b>                                      |
| b. \$2,000,000    | Aggregate Limit  |
| c. \$1,000,000.00 | Claims Expenses Aggregate Limit                        |
| d. \$10,000       | Disciplinary Proceeding Claims Expense Aggregate Limit |

- Section V., LIMITS OF LIABILITY AND RETENTION, A. Limits and B. Retention, are deleted in their entirety and replaced with the following:

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention up to the aggregate amount stated in Item 3.c of the Declarations without reduction or erosion of the Each **Claim** or Aggregate limits of liability stated in Items 3.a and 3b of the Declarations.
- Once the **Insurer** has paid the amount set forth in Item 3.c of the Declarations in Aggregate **Claims Expenses** arising from or relating to any and all **Claims**, all further payments by the **Insurer** of **Claims Expenses** shall be subject to the limits stated in Items 3.a and 3b which limits are applicable to both **Damages** and **Claims Expenses**.

B. Limit of Liability

- Except as otherwise stated in section V.A,
  - the **Insurer's** maximum liability for the sum of all **Damages** and **Claims Expenses** for each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, shall be the amount stated as the Each **Claim** limit in Item 3.a of the Declarations, and
  - the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period** shall be the amount stated as the Aggregate Limit in Item 3.b of the Declarations.
- All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy**

**Period.** All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.

3. Except as otherwise stated in section V.A, any payment of **Damages** or **Claims Expenses** by the **Insurer** will reduce the Limits of Liability stated in Item 3.a and 3.b of the Declarations. If the Aggregate Limit stated in Items 3.b is exhausted, then the limit for **Claims Expenses** stated in Item 3.c shall also be deemed exhausted.
  4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.
  5. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.
- C. Retention
1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. The Retention amount applies to Claim Expenses and Damages, however the Retention amount applies only once per each Claim. The Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
  2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF477600516</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF1507271 42-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Unsolicited Communications Exclusion**

It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to:
  - (1) the United States of America CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
  - (2) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; or
  - (3) any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**DEFINITION OF PROFESSIONAL SERVICES AMENDED**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF42381CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CHUBB ERRORS AND OMISSIONS POLICY**

It is agreed that Section II, Definitions, subsection P. is deleted in its entirety and replaced by the following:

- P. **Professional Services** means services performed for others by an **Insured** or by any person or entity for whom the **Insured** is legally liable for others for a fee; provided, however, **Professional Services** shall not include services performed as the following:

accountant, actuary, architect, banker, builder, construction manager, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, mortgage banker/broker, nurse, physician, property developer, security broker/dealer, software programmer, structured settlement broker, web site designer, or web site host services.

All other terms and conditions of this **Policy** remain unchanged.

## MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47462CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that in consideration of the premium paid, the **Policy** is amended as follows:

1. Section I, Insuring Agreement and Defense, subsection B, Defense is amended by deleting numbered paragraph 2 in its entirety and inserting the following:
  2. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Company**, then the **Company's** liability to pay **Damages** and **Claims Expenses** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (ii) 70% of all subsequent covered **Claims Expenses** and **Damages** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 30% of **Claims Expenses** and **Damages** shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
2. Section II, Definitions, is amended as follows:
  - a. Subsection C, the definition of **Claim** is amended by adding the following:  
**Claim** also means a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** as otherwise described in this definition.
  - b. Subsection F, the definition of **Damages** is amended by deleting the last paragraph and inserting the following:  
**Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.
  - c. Subsection I, the definition of **Insured**, is amended by adding the following paragraphs:
    - **Insured** also means any joint venture entered into by the **Named Insured**, but only for the legal liability of the **Named Insured** in the rendering of or failure to render **Professional Services** which may result from the **Named Insured's** participation in such joint venture.
    - **Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;
3. Section III, Exclusions, is amended as follows:
  - a. Subsection A, is deleted in its entirety and the following is inserted:
    - A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply unless and until there is an adverse admission by or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**. This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion, only the knowledge of the

**Named Insured's** and any **Subsidiary's** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, and Risk Manager (or the functional equivalent of such positions) shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of any other **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

b. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the **Insured's** performance of or failure to perform professional services as a accountant, actuary, architect, banker, builder, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, nurse, physician, property developer, security broker/dealer, or structured settlement broker.
- alleging, based upon, arising out of or attributable to any unsolicited dissemination of faxes or e-mails to multiple, actual or prospective customers of the **Insured** or any other third party, including but not limited to **Claims** alleging any actual or alleged violation of the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

4. Section VI, Conditions, is amended as follows:

a. Subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), is first made aware of such **Claim**, but in no event later than 60 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

b. Subsection D, Representations, is amended as follows:

- i. The phrase "this **Policy** shall be void ab initio" is deleted and the following is inserted in its place:  
this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.
- ii. The following provision is added:  
For purposes of this subsection D, only the knowledge of the **Named Insured's** and any **Subsidiary's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of an **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

c. Subsection E, Termination, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 15 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 15 day period;
  - c. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - d. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

d. Subsection F, Territory and Valuation is amended by deleting numbered paragraph 1 and inserting the following:

1. Coverage under this **Policy** shall extend to **Wrongful Acts** occurring and **Claims** made anywhere in the world, where legally permissible.

e. The following new subsections are added:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

- **Allocation**

A. If **Damages**, in part, covered by this **Policy** and, in part, not covered by this **Policy**, are incurred on account of a single **Claim** for which the **Company** retains the duty to defend, the **Policy** will pay one hundred percent (100%) of reasonable and necessary **Claims Expenses** incurred in the defense of such **Claims**.

B. **Damages** and **Claims Expenses** incurred by the **Insured** on account of any **Claim** for which the **Company** does not retain the duty to defend shall be allocated between covered and uncovered loss based on the relative legal and financial exposures of the parties and loss at issue.

5. Section VII, Material Changes In Conditions, subsection A, is amended by deleting the phrase “exceeds 10%” and inserting the phrase “exceeds 20%”.

All other terms and conditions of this **Policy** remain unchanged.

## FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS ENDORSEMENT

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47708CA0316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF15072714 2-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

### THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return and/or interest;
- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments or real property;
- alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;
- alleging, based upon, arising out of, or attributable to services as an investment advisor or any offer to provide such services or any services in connection therewith;
- alleging, based upon, arising out of, or attributable to the selection of any investment manager, investment advisor or custodial firm;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;
- alleging, based upon, arising out of, or attributable to the failure to secure financing
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
- alleging, based upon, arising out or attributable to the performance of or failure to perform services as an attorney, accountant or actuary;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF489640417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> To <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Amendatory Endorsement - California**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II of the **Policy** is amended at Definitions F. **Damages** by adding the following to the end of the second paragraph:
 

; provided further that, if such jurisdiction is the State of California, then **Damages** does not include punitive and exemplary damages and the multiplied portion of any multiple damage award.
2. Section VI of the **Policy** is amended at Condition E, Termination, by adding the following:
  - If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Company** issued, the **Company** may terminate this **Policy** only for one or more of the following reasons:
    - a. failure to pay a premium when due, including payment due on a prior policy the **Company** issued and due during the current **Policy Period** covering the same risks;
    - b. a judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
    - c. discovery of fraud or material misrepresentation by either of the following:
      - 1) the **Insured** or its representative in obtaining the insurance;
      - 2) the **Named Insured** or its representative in pursuing a **Claim** under the **Policy**;
    - d. discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or its representative, which materially increases any of the risks insured against;
    - e. failure by the **Named Insured** or its representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of **Policy** issuance or which were conditions precedent to the use by the **Company** of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
    - f. a determination by the Insurance Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the **Company**;
    - g. a determination by the Insurance Commissioner that a continuation of the **Policy** coverage would place the **Company** in violation of the laws of California or the state of its domicile or that the continuation of coverage would threaten the solvency of the **Company**; or
    - h. a change by the **Named Insured** or its representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the **Policy**.

- Notice of termination from the **Company** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.

3. The following Condition is added to Section VI of the **Policy**:

- **NONRENEWAL**

If the **Company** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days, but not more than 120 days, before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

The **Company** is not required to send notice of nonrenewal if:

1. the transfer of, or renewal of, a **Policy** without a change in its terms or conditions or the rate on which the premium is based between the **Company** and another company which are members of the same insurance group;
2. the **Policy** has been extended for 90 days or less and the notice required in the first paragraph above has been given prior to the extension;
3. the **Named Insured** has obtained replacement or has agreed, in writing, within 60 days of the termination of the **Policy**, to obtain that coverage;
4. the **Policy** is for a period of no more than 60 days and the **Insured** is notified at the time of issuance that it may not be renewed;
5. the **Named Insured** requests a change in the terms or conditions or risks covered by the **Policy** within 60 days prior to the end of the **Policy Period**; or
6. the **Company** has made a written offer to the **Insured**, within the time period specified in the first paragraph above, to renew the **Policy** under changed terms or conditions or at a changed premium rate, when the increase exceeds 25%.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative



## **ACE Advantage®**

### **Miscellaneous Professional Liability Policy**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Company** agree as follows:

#### **I. INSURING AGREEMENT AND DEFENSE**

##### **A. Insuring Agreement**

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

##### **B. Defense**

1. The **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.
2. The **Company's** duty to defend ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** incurred until the date of such refusal. The **Insured** thereafter has the duty to defend at its own expense. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
3. The **Company** shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted, or after the **Company** has deposited the remaining available Limit of Liability with a court of competent jurisdiction. In such case, the **Company** shall withdraw from investigation, defense, payment or settlement of such **Claim** and shall tender control of such **Claim** to the **Insured**.
4. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to \$250.00 per day and a maximum amount of \$5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.

#### **II. DEFINITIONS**

- A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

- B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- C. **Claim** means:
1. a written demand against any **Insured** for monetary or non-monetary damages;
  2. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
  3. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
  4. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
  5. a **Disciplinary Proceeding**; including any appeal therefrom.
- D. **Claims Expenses** means:
1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, in the investigation and defense of covered **Claims**; and
  2. premiums for any appeal bond, attachment bond or similar bond, provided the **Company** shall have no obligation to apply for or furnish such bond.
- Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of the **Company** or the **Insured**.
- E. **Company** means the insurance company providing this insurance.
- F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, awards and settlements. **Damages** shall not include:
1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
  2. taxes, fines or penalties;
  3. matters uninsurable under the law pursuant to which this **Policy** is construed;
  4. disgorgement of profits by an **Insured**; cost of an **Insured's** correction; fees, commissions, expense or costs paid to or charged by an **Insured**;
  5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; or
  6. any amount relating to a **Disciplinary Proceeding**, other than **Claims Expenses**.
- Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy** or such **Claim**.
- G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct by an **Insured** in the performance of **Professional Services**.
- H. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section IV, **Extended Reporting Period**.
- I. **Insured** means:
1. the **Named Insured**;
  2. any **Subsidiary**, but only with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
  3. any past or present principal, partner, officer, director, trustee or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;

4. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in paragraph 3 above in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
  5. independent contractors who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** thereof.
- J. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- K. **Named Insured** means the entity or person specified in Item 1 of the Declarations.
- L. **Personal Injury Offense** means one or more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. defamation, including libel and slander, and disparagement;
  4. publication or an utterance in violation of an individual's right to privacy; and
  5. invasion of the right to private occupancy, including wrongful entry or eviction.
- M. **Policy** means collectively, the Declarations, the **Application**, this policy form and any endorsements.
- N. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section VI.E, Termination of the Policy.
- O. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county or municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, or noise.
- P. **Professional Services** means only those services specified in Item 7 of the Declarations performed for others by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.
- Q. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
  2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- R. **Retroactive Date** means the date specified in Item 6 of the Declarations.
- S. **Subsidiary** means any entity, other than a joint venture, in which the **Named Insured**:
1. owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company; or
  2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured** or any **Subsidiary**, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company,

on or before the inception date of the **Policy**, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.

- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**.
- U. **Wrongful Employment Practices** means any actual or alleged:
1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
  2. employment-related misrepresentation;
  3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
  4. sexual harassment or other unlawful workplace harassment;
  5. wrongful deprivation of a career opportunity or failure to employ or promote;
  6. wrongful discipline of employees;
  7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
  8. negligent evaluation of employees;
  9. failure to adopt adequate workplace or employment policies and procedures;
  10. employment-related libel, slander, defamation, or invasion of privacy;
  11. employment-related wrongful infliction of emotional distress;
  12. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

### III. EXCLUSIONS

The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;
- B. alleging, based upon, arising out of, or attributable to any **Bodily Injury** or **Property Damage**;
- C. alleging, based upon, arising out of, or attributable to any liability of others assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- D. alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:
  1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
  2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held or not-for-profit company;
- E. brought or maintained by, on behalf of, or in the right of any **Insured**;
- F. alleging, based upon, arising out of or attributable to any **Wrongful Employment Practice**;

- G. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
- I. alleging, based upon, arising out or attributable to any violation of:
  - 1. the Employee Retirement Income Security Act of 1974;
  - 2. the Securities Act of 1933, the Securities Exchange Act of 1934;
  - 3. the Racketeering Influenced and Corrupt Organizations Act of 1970;
 and any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law;
- J. alleging, based upon, arising out of, or attributable to the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled;
- K. alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;
- L. alleging, based upon, arising out of, or attributable to:
  - 1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
  - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- M. alleging, based upon, arising out of, or attributable to:
  - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;
- N. alleging, based upon, arising out of, or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

#### IV. **EXTENDED REPORTING PERIOD**

If the **Company** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

##### A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of

such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. Optional **Extended Reporting Period**

1. The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 9 of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 9 of the Declarations following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.
2. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Company**, and the **Company** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.
3. The 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

C. The **Company** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Company** within 10 days following the date of such notice by the **Company** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The Automatic and Optional **Extended Reporting Periods** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic and Optional **Extended Reporting Period**, combined.

E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

V. LIMITS OF LIABILITY AND RETENTION

A. Limits

1. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.
2. The Each Claim Limit stated in Item 3 of the Declarations shall be the **Company's** maximum aggregate liability for the sum of all **Damages** and **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
3. The Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

5. **Claims Expenses** shall be part of and not in addition to the Aggregate Limit of Liability shown in Item 3 of the Declarations, and shall reduce such Aggregate Limit of Liability.
6. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

#### B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

### VI. CONDITIONS

#### A. Notice:

1. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
2. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Company** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
  - a. the identity of the potential claimants;
  - b. a description of the anticipated **Wrongful Act** allegations;
  - c. the identity of the **Insureds** allegedly involved;
  - d. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
  - e. the consequences which have resulted or may result; and
  - f. the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Company** of any **Claim** or **Wrongful Act** shall be given to the **Company** at the address set forth in Item 8A of the Declarations. All other notices to the **Company** under this **Policy** shall be given to the **Company** at the address set forth in Item 8B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

#### B. Assistance and Cooperation

The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall immediately forward to the **Company** at the address indicated in Item 8A of the Declarations every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives. The **Insured** shall do nothing that may prejudice the **Company's** position.

#### C. Other Insurance

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

#### D. Representations

1. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
  - a. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
  - b. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Company** under this **Policy**.

It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio.

#### E. Termination

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Company**;
  - c. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
  - d. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - e. at such other time as may be agreed upon by the **Company** and the **Named Insured**.
2. If the **Policy** is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed at the customary short rate. If the **Policy** is terminated by the **Company**, the **Company** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

#### F. Territory And Valuation

1. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, provided that the **Claim** is made within the jurisdiction, and subject to the substantive laws of the United States of America, Canada, or their territories or possessions.
2. All premiums, limits, retentions, **Damages** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.

#### G. Subrogation

In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

#### H. Action Against the **Company** and Bankruptcy

No action shall lie against the **Company**. No person or organization shall have any right under this **Policy** to join the **Company** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Company** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

#### I. Authorization

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

#### J. Alteration, Assignment and Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy** nor prevent the **Company** from asserting any right under the terms of this **Policy**.
2. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Company**.
3. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

#### K. Interpretation

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy**, without regard to the authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company** and without reference to the reasonable expectations of either the **Insured** or the **Company**.

## VII. MATERIAL CHANGES IN CONDITIONS

### A. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to **Claims** for **Wrongful Acts** taking place after such acquisition or creation, unless the **Company** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the total revenue of such acquired organization, as reflected in the then most recent consolidated financial statements of the organization, exceeds 10% of the total revenue of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall, no later than 60 days after the effective date of such acquisition or creation:

- a. give written notice of such acquisition or creation to the **Company**;
- b. pay any additional premium required by the **Company**; and
- c. agree to any additional terms and conditions of this **Policy** as required by the **Company**.

### B. Acquisition of the **Named Insured**

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of i) the directors of the **Named Insured** if a Corporation; ii) the management committee members of the **Named Insured** if a partnership; iii) the management board of the **Named Insured** if a limited liability company;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

### C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

***Westchester***

A Chubb Company

**Chubb Producer Compensation  
Practices & Policies**

Westchester believes that policyholders should have access to information about Westchester's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**CHUBB®****SIGNATURES**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>CC1K11i0218</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

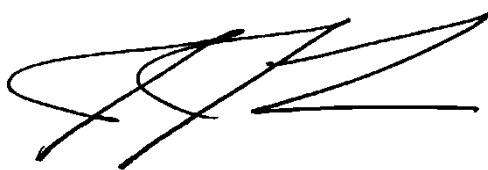
By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



REBECCA L. COLLINS, Secretary



JOHN J. LUPICA, President

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF464220715</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -003</b>	Policy Period <b>09-04-2021 To 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF190611005</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> to <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Spousal Coverage Extension**

It is agreed that Section VI, Conditions, is amended by adding the following subsection:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

All other terms and conditions of this Policy remain unchanged.

---

Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF192361205</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> to <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Insured Definition Amended-Leased, Part Time, Seasonal Employees**

It is agreed that Section II, Definitions, Subsection I, the definition of **Insured** is amended by adding the following:

**Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

All other terms and conditions of this **Policy** remain unchanged.

---

 Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF198060206</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021</b> to <b>09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Additional Insured (Automatic Pursuant to Contract)**

It is agreed that:

1. Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means any client or customer of the **Named Insured**, but only if a written contract entered into by the **Named Insured** specifically requires that such client or customer be added as an additional **Insured** for professional liability or errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such client or customer which results from **Wrongful Acts** committed solely by the **Named Insured**.

The **Policy** will not provide coverage for any **Wrongful Act** committed by such client or customer referenced above which is added to this **Policy** as an additional **Insured**.

2. Section III, Exclusions, is amended by deleting exclusion E, but solely with respect to **Claims** asserted by such client or customer referenced above for **Wrongful Acts** actually or allegedly committed by an **Insured** in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this **Policy** remain unchanged.

---

Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF389810113</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF1507271 42-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**False Claims Act Exclusion**

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

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 Authorized Representative

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>ALL211011106</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-003</b>	Policy Period <b>09-04-2021 to 09-04-2022</b>	Effective Date of Endorsement <b>09-04-2021</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

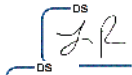
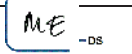
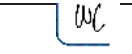
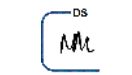
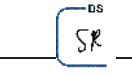

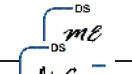
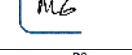
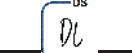
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

## DOCUMENT ROUTING AND APPROVAL FORM

Requires Council Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Meeting Date:		Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 003374		
Director Level Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Site Authority: City Manager		Provide summary of agreement below: Amendment No. 1 to Agreement No. 2021-015		
Document Name and Type: Professional Services Agreement		Project Name: RNA and Sheriff Contract Analysis		
Vendor Name: Russ Branson Consulting Contact Person: Russ Branson Address: 4238 Maple Lane Charmichael, CA 95608 Phone Number: 916-747-7834 Email Address: russ@russbransonconsulting.com Business License Number:		City Project Manager: Luke Rioux Contact Number: 805-562-5508 Email Address: lrioux@cityofgoleta.org Staff Routing Agreement: Sandra R./Ryan Kintz Contact Number: 951-288-6309 Email Address: rkintz@cityofgoleta.org		
AMOUNT NOT TO EXCEED: <b>\$32,000</b>		ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>		
ROUTING PROCESS	DESCRIPTION		DATE	INITIAL
Department Head Initiation	Authority to initiate agreement		4/21/2021	
Risk Manager	Staff to initiate review of insurance provision in agreement		4/21/2021	
City Attorney	Contract review/Approve as form		4/21/2021	
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed.	Requisition Number: 21CM004/RK Change Or	4/22/2021	
Vendor	Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		4/22/2021	
Staff (DocuSign User)	Staff receives electronically signed agreement and insurance documents from vendor.		4/22/2021	
Risk Manager	Risk Management shall rate Insurance and provide documents to Project Manager upon approval		4/22/2021	
City Manager	City Manager will approve and sign the agreement.		4/22/2021	
City Clerk	City Clerk will approve and sign the agreement.		4/26/2021	
Vendor	Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign.			

## PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

BELOW FOR CITY CLERK PROCESSING ONLY					
FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER		

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RUSS BRANSON CONSULTING**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Russ Branson Consulting**, Sole Proprietor ("Consultant") dated February 12, 2021 ("Agreement," Agreement No. 2021-015) is made on this \_\_\_\_\_<sup>26th</sup> day of April, 2021.

**RECITALS**

**WHEREAS**, this Agreement is for professional financial consulting services to develop an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County; and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty thousand (\$20,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twelve thousand (\$12,000) for additional tasks; and

**WHEREAS**, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

**WHEREAS**, the parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Manager approved this Amendment No. 1, on this \_\_\_\_\_<sup>26th</sup> day of April 2021.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$12,000 and to read in its entirety:
  - (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT

**SHALL NOT EXCEED** the sum of \$32,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

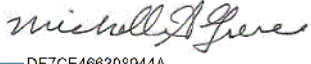
2. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.


3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

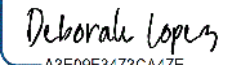
**CITY OF GOLETA**

DocuSigned by:  
  
DE7CE466308944A...  
Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:  
  
F2EF7035E3B44AB...  
Russ Branson

**ATTEST:**

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
F2EF7035E3B44AB...  
Russ Branson

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
A1BF8F896161498...  
Winnie Cai, Assistant City Attorney

## **Exhibit A-1**

### **Scope of Work**

**Via Email**

February 24, 2021

Luke Rioux  
Finance Director  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Dear Mr. Rioux:

Thank you for considering Russ Branson Consulting (RBC) to develop an independent analysis of the Santa Barbara Sheriff's contract with the cities of Goleta Buellton, Solvang, and Carpinteria. The goal of this assignment is to analyze the cost drivers and allocation methodology used by the Sheriff over the last three years to determine if these cities are being appropriately and fairly charged.

Following is the proposed scope of work for this challenging project.

**SCOPE OF WORK**

**Task 1: Data Collection and Kick-off Call.** To start this project, RBC will gather documents needed to initiate the Sheriff contract analysis. Following review of the initial data, the RBC team and the contract cities will hold a kick-off call to clarify data and discuss potential issues already identified in the Sheriff's cost allocation.

**Task 2: Analyze Sheriff's Contract Cost Model.** Based on the data provided by Santa Barbara County Sheriff's Departments and collected by the RBC team, the RBC team will review and analyze the Sheriff's contract cost model to determine how cost-of-services is arrived at and how these costs are applied to the four contract cities: Goleta, Buellton, Solvang, and Carpinteria. This analysis will span the proposed FY22 contract allocation, the allocation for FY20 and FY21 and true ups related to both of those years.

The RBC review will calculate/confirm the Sheriff's hourly labor rates to determine if valid and review specific cost drivers for increases over the last three years (e.g, salary, health costs, pension liabilities, retiree health, other insurance premiums).

**Task 3: Determine Cost Validity.**

Based on the analysis performed in **Task 2**, RBC will determine if all costs are valid and the allocated costs are appropriate to be charged to the contract cities. RBC will identify any deficient items, inaccuracies or areas that may be of concern and suggest any recommendations on the cost model. Also, RBC will seek to identify alternative costing models that could provide cost stability for the contract cities and revenue stability for the Sheriff.

**Task 4: Prepare PowerPoint Presentation and Technical Memo.** Prepare a PPT summarizing results along with a technical memo describing that data and analysis used in coming to the conclusions summarized in the PPT. The goal of both of these documents is to clearly communicate results and

clearly document how Sheriff's allocation of costs to contract cities are, or are not, supported by the data relied on by the Sheriff.

**Task 5: Present Findings to City Councils.** RBC will present the PowerPoint presentation summary to each of the contract city's councils. The presentation will be delivered at a City Council meeting open to the general public.

#### PROJECT BUDGET

RBC is proposing to perform this study for a not-to-exceed budget of **\$12,000**. RBC bills monthly based on worked completed. The billing rates for the RBC team will be:

- Russ Branson, Founder \$200/hour
- Hannah Kohanzadeh, contract analyst \$135/hour

Due to the current pandemic, all work will be conducted remotely; therefore, there will not be travel cost associated with this work.

#### PROJECT TIMELINE

RBC is available to begin work on this project immediately on this challenging assignment. A draft PowerPoint presentation for discussion with City representatives will be targeted for three weeks following availability of data from the County or execution of a contract if this occurs after data availability. The actual date for delivery of draft work products can be confirmed following the RBC team's review of the available data and initial analysis. The technical memorandum will be prepared simultaneously with the PPT presentation but could lag the presentations depending on the level of analysis required.

Sincerely,



Russ Branson  
**Russ Branson Consulting**

**CHUBB®**

ACE Fire Underwriters Insurance Company

APPROVED 3/2/21 **Chubb Errors and Omissions  
Liability Declarations****RENEWAL CERTIFICATE**

IN CONSIDERATION OF THE PREMIUM FOR THE RENEWAL POLICY IDENTIFIED BELOW, THE INSURER RENEWS THE EXPIRING POLICY FOR THE PERIOD SET FORTH BELOW.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS, OF THE POLICY.

This Renewal Certificate renews the below referenced Expiring Policy and grants new Limit(s) of Liability and a new Retention. The terms, conditions and exclusions of the below referenced Expiring Policy, except as otherwise indicated herein or in endorsements attached hereto, apply to the renewal **Policy Period**. For purposes of coverage afforded during the renewal **Policy Period**, the term **Policy** means the Expiring Policy (including endorsements attached thereto), as amended by this Renewal Certificate and any endorsements attached hereto, and "Declarations" or "Declarations Page" means this Renewal Certificate.

Renewal **Policy** Number: EONCAF150727142-002Renewal of **Policy** Number (Expiring Policy):

**Item 1.      Named Insured**  
Russell Branson dba Russ Branson Consulting

Principal Address: 4238 Maple Ln  
Carmichael, CA, 95608-2007

**Item 2.      Policy Period:**  
  
Renewed from 12:01 a.m. 09-04-2020 To 12:01a.m. 09-04-2021  
(Local time at the address shown in Item 1)

**Item. 3.      Limit of Liability (including Claims Expenses)**

\$1,000,000	Each Claim
\$2,000,000	Aggregate Limit
\$5,000.00	<b>Disciplinary Proceeding Claims Expenses</b> Aggregate Limit
	(in addition and Aggregate Limits set forth above)

**Item 4.      Retention**  
  
\$2,500      Each Claim

**Item 5.** Premium: \$1,045

**Item 6.** Retroactive Date (if applicable): 09/04/2019

**Item 7:** Professional Services: See Amendatory Endorsement Definition of Professional Services Amended

**Item 8:** Notice to **Company:**

A. Notice of **Claim** or **Wrongful Act:**  
 CHUBB North American Claims  
 PO Box 5122  
 Scranton, PA 18505-3801  
 Toll Free: 844-539-3801  
[ApolloOps1FNOL@chubb.com](mailto:ApolloOps1FNOL@chubb.com)

B. All Other Notices:  
 Commercial Risk Services  
 3 Country View Road  
 Third Floor  
 Malvern, PA 19355

**Item 9.** Optional **Extended Reporting Period:**

- A. Additional Premium: 100% of last annual premium.
- B. Additional Period: 12 months

**Item 10.** Endorsements attached upon **Policy** effective date:

PF38130CA	(0417)	RENEWAL CERTIFICATE (AFU)
PF23294c	(0310)	NETWORK SECURITY OR PRIVACY LIABILITY EXCLUSION
PF47686	(0316)	RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES
PF47719	(0316)	ADDITIONAL LIMIT OF LIABILITY CLAIMS EXPENSES
PF47760	(0516)	UNSOLICITED COMMUNICATIONS EXCLUSION
PF42381CA	(0417)	DEFINITION OF PROFESSIONAL SERVICES AMENDED
PF47462CA	(0417)	MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT ENDORSEMENT
PF47708CA	(0316)	FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS ENDORSEMENT
PF48964	(0417)	AMENDATORY ENDORSEMENT CALIFORNIA
PF18874	(0206)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY
ALL20887	(1006)	ACE PRODUCER COMPENSATION PRACTICES & POLICIES
ILP001	(0104)	U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

CC1K11i	(0218)	SIGNATURES
PF46422	(0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ALL21101	(1106)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Producer Name and No.: TRANSPORTATION RISK SERVICES LLC  
1300 SOUTH GROVE AVENUE SUITE 102  
BARRINGTON LAKE, IL, 60010  
Z01958

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by a duly authorized representative of the Company.

DATE: 09/04/2019

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Authorized Representative

**Chubb. Insured.<sup>SM</sup>**

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Network Security or Privacy Liability Exclusion**

1. Section II, Definitions, is amended by adding the following:

- **Network Security or Privacy Breach** means:

1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:
  - (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  - (b) the Gramm-Leach-Bliley Act of 1999;
  - (c) the California Security Breach Notification Act (CA SB 1386);
  - (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
  - (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
  - (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.

2. Section III, Exclusions, is amended by adding the following:

- alleging, based upon, arising out or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF476860316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACEFire</b>			

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

It is agreed that:

1. The Retention set forth in Item 4 of the Declarations will not apply to **Claims Expenses**.
2. Section V. B, Retention, is amended by deleting “and **Claims Expenses**” from subsections 1.and 2.

All other terms and conditions of this **Policy** remain unchanged.

**Additional Limit of Liability: Claims Expenses**

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF477190316
Policy Symbol EON	Policy Number EONCAF150727142 -002	Policy Period 09-04-2020 to 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted:

Limit of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses**:

- |                   |  |
|-------------------|--|
| a. \$1,000,000    | Each <b>Claim</b>                                      |
| b. \$2,000,000    | Aggregate Limit  |
| c. \$1,000,000.00 | Claims Expenses Aggregate Limit                        |
| d. \$10,000       | Disciplinary Proceeding Claims Expense Aggregate Limit |

- Section V., LIMITS OF LIABILITY AND RETENTION, A. Limits and B. Retention, are deleted in their entirety and replaced with the following:

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention up to the aggregate amount stated in Item 3.c of the Declarations without reduction or erosion of the Each **Claim** or Aggregate limits of liability stated in Items 3.a and 3b of the Declarations.
- Once the **Insurer** has paid the amount set forth in Item 3.c of the Declarations in Aggregate **Claims Expenses** arising from or relating to any and all **Claims**, all further payments by the **Insurer** of **Claims Expenses** shall be subject to the limits stated in Items 3.a and 3b which limits are applicable to both **Damages** and **Claims Expenses**.

B. Limit of Liability

- Except as otherwise stated in section V.A.,
  - the **Insurer's** maximum liability for the sum of all **Damages** and **Claims Expenses** for each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, shall be the amount stated as the Each **Claim** limit in Item 3.a of the Declarations, and
  - the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period** shall be the amount stated as the Aggregate Limit in Item 3.b of the Declarations.
- All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy**

**Period.** All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.

3. Except as otherwise stated in section V.A, any payment of **Damages** or **Claims Expenses** by the **Insurer** will reduce the Limits of Liability stated in Item 3.a and 3.b of the Declarations. If the Aggregate Limit stated in Items 3.b is exhausted, then the limit for **Claims Expenses** stated in Item 3.c shall also be deemed exhausted.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.
5. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

C. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. The Retention amount applies to Claim Expenses and Damages, however the Retention amount applies only once per each Claim. The Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF477600516
Policy Symbol EON	Policy Number EONCAF1507271 42-002	Policy Period 09-04-2020 To 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

**Unsolicited Communications Exclusion**

It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to:
  - (1) the United States of America CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
  - (2) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; or
  - (3) any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**DEFINITION OF PROFESSIONAL SERVICES AMENDED**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF42381CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020</b> To <b>09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CHUBB ERRORS AND OMISSIONS POLICY**

It is agreed that Section II, Definitions, subsection P. is deleted in its entirety and replaced by the following:

- P. **Professional Services** means services performed for others by an **Insured** or by any person or entity for whom the **Insured** is legally liable for others for a fee; provided, however, **Professional Services** shall not include services performed as the following:

accountant, actuary, architect, banker, builder, construction manager, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, mortgage banker/broker, nurse, physician, property developer, security broker/dealer, software programmer, structured settlement broker, web site designer, or web site host services.

All other terms and conditions of this **Policy** remain unchanged.

## MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF47462CA0417
Policy Symbol EON	Policy Number EONCAF150727142-002	Policy Period 09-04-2020 To 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that in consideration of the premium paid, the **Policy** is amended as follows:

1. Section I, Insuring Agreement and Defense, subsection B, Defense is amended by deleting numbered paragraph 2 in its entirety and inserting the following:
  2. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Company**, then the **Company's** liability to pay **Damages** and **Claims Expenses** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (ii) 70% of all subsequent covered **Claims Expenses** and **Damages** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 30% of **Claims Expenses** and **Damages** shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
2. Section II, Definitions, is amended as follows:
  - a. Subsection C, the definition of **Claim** is amended by adding the following:  
**Claim** also means a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** as otherwise described in this definition.
  - b. Subsection F, the definition of **Damages** is amended by deleting the last paragraph and inserting the following:  
**Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.
  - c. Subsection I, the definition of **Insured**, is amended by adding the following paragraphs:
    - **Insured** also means any joint venture entered into by the **Named Insured**, but only for the legal liability of the **Named Insured** in the rendering of or failure to render **Professional Services** which may result from the **Named Insured's** participation in such joint venture.
    - **Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;
3. Section III, Exclusions, is amended as follows:
  - a. Subsection A, is deleted in its entirety and the following is inserted:
    - A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply unless and until there is an adverse admission by or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**. This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion, only the knowledge of the

**Named Insured's** and any **Subsidiary's** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, and Risk Manager (or the functional equivalent of such positions) shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of any other **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

b. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the **Insured's** performance of or failure to perform professional services as a accountant, actuary, architect, banker, builder, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, nurse, physician, property developer, security broker/dealer, or structured settlement broker.
- alleging, based upon, arising out of or attributable to any unsolicited dissemination of faxes or e-mails to multiple, actual or prospective customers of the **Insured** or any other third party, including but not limited to **Claims** alleging any actual or alleged violation of the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

4. Section VI, Conditions, is amended as follows:

a. Subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), is first made aware of such **Claim**, but in no event later than 60 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

b. Subsection D, Representations, is amended as follows:

i. The phrase "this **Policy** shall be void ab initio" is deleted and the following is inserted in its place:

this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.

ii. The following provision is added:

For purposes of this subsection D, only the knowledge of the **Named Insured's** and any **Subsidiary's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of an **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

c. Subsection E, Termination, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. This **Policy** shall terminate at the earliest of the following times:

- a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
- b. 15 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 15 day period;
- c. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
- d. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

d. Subsection F, Territory and Valuation is amended by deleting numbered paragraph 1 and inserting the following:

1. Coverage under this **Policy** shall extend to **Wrongful Acts** occurring and **Claims** made anywhere in the world, where legally permissible.

e. The following new subsections are added:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

- **Allocation**

A. If **Damages**, in part, covered by this **Policy** and, in part, not covered by this **Policy**, are incurred on account of a single **Claim** for which the **Company** retains the duty to defend, the **Policy** will pay one hundred percent (100%) of reasonable and necessary **Claims Expenses** incurred in the defense of such **Claims**.

B. **Damages** and **Claims Expenses** incurred by the **Insured** on account of any **Claim** for which the **Company** does not retain the duty to defend shall be allocated between covered and uncovered loss based on the relative legal and financial exposures of the parties and loss at issue.

5. Section VII, Material Changes In Conditions, subsection A, is amended by deleting the phrase "exceeds 10%" and inserting the phrase "exceeds 20%".

All other terms and conditions of this **Policy** remain unchanged.

## FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS ENDORSEMENT

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47708CA0316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF15072714 2-002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return and/or interest;
- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments or real property;
- alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;
- alleging, based upon, arising out of, or attributable to services as an investment advisor or any offer to provide such services or any services in connection therewith;
- alleging, based upon, arising out of, or attributable to the selection of any investment manager, investment advisor or custodial firm;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;
- alleging, based upon, arising out of, or attributable to the failure to secure financing
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
- alleging, based upon, arising out or attributable to the performance of or failure to perform services as an attorney, accountant or actuary;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF489640417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020</b> To <b>09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Amendatory Endorsement - California**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II of the **Policy** is amended at Definitions F. **Damages** by adding the following to the end of the second paragraph:

; provided further that, if such jurisdiction is the State of California, then **Damages** does not include punitive and exemplary damages and the multiplied portion of any multiple damage award.

2. Section VI of the **Policy** is amended at Condition E, Termination, by adding the following:

- If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Company** issued, the **Company** may terminate this **Policy** only for one or more of the following reasons:
  - a. failure to pay a premium when due, including payment due on a prior policy the **Company** issued and due during the current **Policy Period** covering the same risks;
  - b. a judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
  - c. discovery of fraud or material misrepresentation by either of the following:
    - 1) the **Insured** or its representative in obtaining the insurance;
    - 2) the **Named Insured** or its representative in pursuing a **Claim** under the **Policy**;
  - d. discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or its representative, which materially increases any of the risks insured against;
  - e. failure by the **Named Insured** or its representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of **Policy** issuance or which were conditions precedent to the use by the **Company** of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
  - f. a determination by the Insurance Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the **Company**;
  - g. a determination by the Insurance Commissioner that a continuation of the **Policy** coverage would place the **Company** in violation of the laws of California or the state of its domicile or that the continuation of coverage would threaten the solvency of the **Company**; or
  - h. a change by the **Named Insured** or its representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the **Policy**.

- Notice of termination from the **Company** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.

3. The following Condition is added to Section VI of the **Policy**:

- **NONRENEWAL**

If the **Company** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days, but not more than 120 days, before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

The **Company** is not required to send notice of nonrenewal if:

1. the transfer of, or renewal of, a **Policy** without a change in its terms or conditions or the rate on which the premium is based between the **Company** and another company which are members of the same insurance group;
2. the **Policy** has been extended for 90 days or less and the notice required in the first paragraph above has been given prior to the extension;
3. the **Named Insured** has obtained replacement or has agreed, in writing, within 60 days of the termination of the **Policy**, to obtain that coverage;
4. the **Policy** is for a period of no more than 60 days and the **Insured** is notified at the time of issuance that it may not be renewed;
5. the **Named Insured** requests a change in the terms or conditions or risks covered by the **Policy** within 60 days prior to the end of the **Policy Period**; or
6. the **Company** has made a written offer to the **Insured**, within the time period specified in the first paragraph above, to renew the **Policy** under changed terms or conditions or at a changed premium rate, when the increase exceeds 25%.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative



**ACE Fire Underwriters Insurance  
Company**

## **ACE Advantage® Miscellaneous Professional Liability Policy**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Company** agree as follows:

### **I. INSURING AGREEMENT AND DEFENSE**

#### **A. Insuring Agreement**

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

#### **B. Defense**

1. The **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.
2. The **Company's** duty to defend ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** incurred until the date of such refusal. The **Insured** thereafter has the duty to defend at its own expense. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
3. The **Company** shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted, or after the **Company** has deposited the remaining available Limit of Liability with a court of competent jurisdiction. In such case, the **Company** shall withdraw from investigation, defense, payment or settlement of such **Claim** and shall tender control of such **Claim** to the **Insured**.
4. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to \$250.00 per day and a maximum amount of \$5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.

### **II. DEFINITIONS**

- A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

- B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- C. **Claim** means:
1. a written demand against any **Insured** for monetary or non-monetary damages;
  2. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
  3. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
  4. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
  5. a **Disciplinary Proceeding**; including any appeal therefrom.
- D. **Claims Expenses** means:
1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, in the investigation and defense of covered **Claims**; and
  2. premiums for any appeal bond, attachment bond or similar bond, provided the **Company** shall have no obligation to apply for or furnish such bond.
- Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of the **Company** or the **Insured**.
- E. **Company** means the insurance company providing this insurance.
- F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, awards and settlements. **Damages** shall not include:
1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
  2. taxes, fines or penalties;
  3. matters uninsurable under the law pursuant to which this **Policy** is construed;
  4. disgorgement of profits by an **Insured**; cost of an **Insured's** correction; fees, commissions, expense or costs paid to or charged by an **Insured**;
  5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; or
  6. any amount relating to a **Disciplinary Proceeding**, other than **Claims Expenses**.
- Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy** or such **Claim**.
- G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct by an **Insured** in the performance of **Professional Services**.
- H. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section IV, **Extended Reporting Period**.
- I. **Insured** means:
1. the **Named Insured**;
  2. any **Subsidiary**, but only with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
  3. any past or present principal, partner, officer, director, trustee or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;

4. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in paragraph 3 above in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
  5. independent contractors who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** thereof.
- J. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- K. **Named Insured** means the entity or person specified in Item 1 of the Declarations.
- L. **Personal Injury Offense** means one or more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. defamation, including libel and slander, and disparagement;
  4. publication or an utterance in violation of an individual's right to privacy; and
  5. invasion of the right to private occupancy, including wrongful entry or eviction.
- M. **Policy** means collectively, the Declarations, the **Application**, this policy form and any endorsements.
- N. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section VI.E, Termination of the Policy.
- O. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county or municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, or noise.
- P. **Professional Services** means only those services specified in Item 7 of the Declarations performed for others by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.
- Q. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
  2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- R. **Retroactive Date** means the date specified in Item 6 of the Declarations.
- S. **Subsidiary** means any entity, other than a joint venture, in which the **Named Insured**:
1. owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company; or
  2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured** or any **Subsidiary**, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company,

on or before the inception date of the **Policy**, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.

- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**.
- U. **Wrongful Employment Practices** means any actual or alleged:
1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
  2. employment-related misrepresentation;
  3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
  4. sexual harassment or other unlawful workplace harassment;
  5. wrongful deprivation of a career opportunity or failure to employ or promote;
  6. wrongful discipline of employees;
  7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
  8. negligent evaluation of employees;
  9. failure to adopt adequate workplace or employment policies and procedures;
  10. employment-related libel, slander, defamation, or invasion of privacy;
  11. employment-related wrongful infliction of emotional distress;
  12. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

### III. EXCLUSIONS

The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;
- B. alleging, based upon, arising out of, or attributable to any **Bodily Injury** or **Property Damage**;
- C. alleging, based upon, arising out of, or attributable to any liability of others assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- D. alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:
  1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
  2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held or not-for-profit company;
- E. brought or maintained by, on behalf of, or in the right of any **Insured**;
- F. alleging, based upon, arising out of or attributable to any **Wrongful Employment Practice**;

- G. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
- I. alleging, based upon, arising out or attributable to any violation of:
  - 1. the Employee Retirement Income Security Act of 1974;
  - 2. the Securities Act of 1933, the Securities Exchange Act of 1934;
  - 3. the Racketeering Influenced and Corrupt Organizations Act of 1970;
 and any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law;
- J. alleging, based upon, arising out of, or attributable to the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled;
- K. alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;
- L. alleging, based upon, arising out of, or attributable to:
  - 1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
  - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- M. alleging, based upon, arising out of, or attributable to:
  - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;
- N. alleging, based upon, arising out of, or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

#### IV. **EXTENDED REPORTING PERIOD**

If the **Company** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

##### A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of

such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. Optional **Extended Reporting Period**

1. The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 9 of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 9 of the Declarations following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.
2. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Company**, and the **Company** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.
3. The 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

C. The **Company** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Company** within 10 days following the date of such notice by the **Company** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The Automatic and Optional **Extended Reporting Periods** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic and Optional **Extended Reporting Period**, combined.

E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**

V. LIMITS OF LIABILITY AND RETENTION

A. Limits

1. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.
2. The Each Claim Limit stated in Item 3 of the Declarations shall be the **Company's** maximum aggregate liability for the sum of all **Damages** and **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
3. The Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

5. **Claims Expenses** shall be part of and not in addition to the Aggregate Limit of Liability shown in Item 3 of the Declarations, and shall reduce such Aggregate Limit of Liability.
6. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

#### B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

### VI. CONDITIONS

#### A. Notice:

1. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
2. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Company** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
  - a. the identity of the potential claimants;
  - b. a description of the anticipated **Wrongful Act** allegations;
  - c. the identity of the **Insureds** allegedly involved;
  - d. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
  - e. the consequences which have resulted or may result; and
  - f. the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Company** of any **Claim** or **Wrongful Act** shall be given to the **Company** at the address set forth in Item 8A of the Declarations. All other notices to the **Company** under this **Policy** shall be given to the **Company** at the address set forth in Item 8B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

#### B. Assistance and Cooperation

The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall immediately forward to the **Company** at the address indicated in Item 8A of the Declarations every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives. The **Insured** shall do nothing that may prejudice the **Company's** position.

#### C. Other Insurance

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

#### D. Representations

1. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
  - a. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
  - b. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Company** under this **Policy**.

It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio.

#### E. Termination

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Company**;
  - c. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
  - d. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - e. at such other time as may be agreed upon by the **Company** and the **Named Insured**.
2. If the **Policy** is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed at the customary short rate. If the **Policy** is terminated by the **Company**, the **Company** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

#### F. Territory And Valuation

1. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, provided that the **Claim** is made within the jurisdiction, and subject to the substantive laws of the United States of America, Canada, or their territories or possessions.
2. All premiums, limits, retentions, **Damages** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.

#### G. Subrogation

In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

#### H. Action Against the **Company** and Bankruptcy

No action shall lie against the **Company**. No person or organization shall have any right under this **Policy** to join the **Company** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Company** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

#### I. Authorization

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

#### J. Alteration, Assignment and Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy** nor prevent the **Company** from asserting any right under the terms of this **Policy**.
2. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Company**.
3. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

#### K. Interpretation

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy**, without regard to the authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company** and without reference to the reasonable expectations of either the **Insured** or the **Company**.

## VII. MATERIAL CHANGES IN CONDITIONS

### A. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to **Claims** for **Wrongful Acts** taking place after such acquisition or creation, unless the **Company** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the total revenue of such acquired organization, as reflected in the then most recent consolidated financial statements of the organization, exceeds 10% of the total revenue of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall, no later than 60 days after the effective date of such acquisition or creation:

- a. give written notice of such acquisition or creation to the **Company**;
- b. pay any additional premium required by the **Company**; and
- c. agree to any additional terms and conditions of this **Policy** as required by the **Company**.

### B. Acquisition of the **Named Insured**

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of i) the directors of the **Named Insured** if a Corporation; ii) the management committee members of the **Named Insured** if a partnership; iii) the management board of the **Named Insured** if a limited liability company;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

### C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

***Westchester***

A Chubb Company

**Chubb Producer Compensation  
Practices & Policies**

Westchester believes that policyholders should have access to information about Westchester's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



## SIGNATURES

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number CC1K11i0218
Policy Symbol EON	Policy Number EONCAF150727142-002	Policy Period 09-04-2020 to 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

REBECCA L. COLLINS, Secretary

JOHN J. LUPICA, President

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF464220715</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -002</b>	Policy Period <b>09-04-2020 To 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

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

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF190611005
Policy Symbol EON	Policy Number EONCAF150727142-002	Policy Period 09-04-2020 to 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

**Spousal Coverage Extension**

It is agreed that Section VI, Conditions, is amended by adding the following subsection:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insured Definition Amended-Leased, Part Time, Seasonal Employees

It is agreed that Section II, Definitions, Subsection I, the definition of **Insured** is amended by adding the following:

**Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Additional Insured (Automatic Pursuant to Contract)**

It is agreed that:

1. Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means any client or customer of the **Named Insured**, but only if a written contract entered into by the **Named Insured** specifically requires that such client or customer be added as an additional **Insured** for professional liability or errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such client or customer which results from **Wrongful Acts** committed solely by the **Named Insured**.

The **Policy** will not provide coverage for any **Wrongful Act** committed by such client or customer referenced above which is added to this **Policy** as an additional **Insured**.

2. Section III, Exclusions, is amended by deleting exclusion E, but solely with respect to **Claims** asserted by such client or customer referenced above for **Wrongful Acts** actually or allegedly committed by an **Insured** in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**False Claims Act Exclusion**

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

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

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>ALL211011106</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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

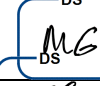
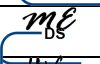

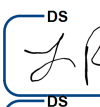




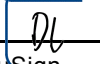
This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

## DOCUMENT ROUTING AND APPROVAL FORM

<b>Requires Council Approval:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>Meeting Date:</b>	<b>Requires Vendor Set-up:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 003374
<b>Director Level Approval:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <b>Site Authority:</b> Michelle Greene, City Manager	<b>Provide summary of agreement below:</b> To develop an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County, and to analyze the Sheriff contract.
<b>Document Name and Type:</b> <small>AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND RUSS BRANSON CONSULTING</small>	<b>Project Name:</b> RNA and Sheriff Contract analysis.
<b>Vendor Name:</b> Russ Branson Consulting <b>Contact Person:</b> Russ Branson <b>Address:</b> 4238 Mapel Lane Charmichael, CA 95608 <b>Phone Number:</b> (916) 747-7834 <b>Email Address:</b> russ@russbransonconsulting.com <b>Business License Number:</b>	<b>City Project Manager:</b> Luke Rioux <b>Contact Number:</b> 805 562 5508 <b>Email Address:</b> lrioux@cityofgoleta.org <b>Staff Routing Agreement:</b> Ryan Kintz <b>Contact Number:</b> 951 288 6309 <b>Email Address:</b> rkintz@cityofgoleta.org
<b>AMOUNT NOT TO EXCEED:</b> <div style="font-size: 24pt; font-weight: bold;">\$20,000</div>	<b>ON CALL SERVICES? :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> <b>COUNCIL APPROPRIATION NEEDED :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>

ROUTING PROCESS	DESCRIPTION	DATE	INITIAL
Department Head Initiation	Authority to initiate agreement	3/8/2021	DS 
Risk Manager	Staff to initiate review of insurance provision in agreement	3/9/2021	DS 
City Attorney	Contract review/Approve as form	3/9/2021	DS 
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed. Requisition Number: 21CM004	3/9/2021	DS 
Vendor	Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents.	3/11/2021	DS 
Staff (DocuSign User)	Staff receives electronically signed agreement and insurance documents from vendor.	3/11/2021	DS 
Risk Manager	Risk Management shall rate Insurance and provide documents to Project Manager upon approval	3/11/2021	DS 
City Manager	City Manager will approve and sign the agreement.	3/11/2021	DS 
City Clerk	City Clerk will approve and sign the agreement.	3/12/2021	DS 
Vendor	Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign.		

PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

BELOW FOR CITY CLERK PROCESSING ONLY					
FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER		

Project Name: Financial Consulting Services

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RUSS BRANSON CONSULTING**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this <sup>12<sup>th</sup></sup> day of February, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RUSS BRANSON CONSULTING**, Sole Proprietor (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional financial consulting services to develop an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County; and

**WHEREAS**, the CITY does not have the personnel available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

**WHEREAS**, the CONSULTANT was selected based on expertise and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

**WHEREAS**, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Financial Consulting Services in conjunction with developing an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$20,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit "A". Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Luke Rioux. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

### **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2021, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Russ Branson is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT. Notwithstanding the above, the CONSULTANT is not responsible for the accuracy and completeness of the data provided by the CITY.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described

in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- b) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- c) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- d) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents,

from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

- e) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- f) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- g) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

**13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

**15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written

waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

**21. NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

**22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

**23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

**24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

**25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

**26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

**27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

**28. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

**29. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

### **30. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### 31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Russ Branson  
4238 Maple Lane  
Carmichael, CA 95608

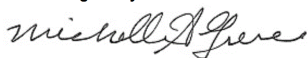
## 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

DocuSigned by:



DE7CE466308944A...

Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:



E2EE7035E3B44AB...

Russ Branson

**ATTEST**

DocuSigned by:



A3E00E3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:



E2EE7035E3B44AB...

Russ Branson

**APPROVED AS TO FORM:**

DocuSigned by:



A1BF8F806161408...

Winnie Cai, Assistant City Attorney

## **Exhibit A**

### **Scope of Work**



**Via Email**

January 21, 2021

Luke Rioux  
Finance Director  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Dear Mr. Rioux:

Thank you for considering Russ Branson Consulting (RBC) to develop an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County. The goal of this assignment is to review the County services provided to the City to determine if the City over pays the County, and by how much, from the 13-year old tax-sharing agreement.

Following is the proposed scope of work for this challenging project.

**SCOPE OF WORK**

**Task 1: Data Collection and Kick-off Call.** To start this project, RBC will provide a data request to the City to gather documents needed to start the tax-sharing analysis. Following receipt of the initial data, the RBC team and the City will hold a kick-off call to clarify data and to request additional documents, if needed.

**Task 2: Analyze County Services Provided to the City.** Based on the data provided by the City and collected by the RBC team, an initial analysis of the City's total revenue contributions will be compared to estimated cost impacts of the City on the County. This analysis can be based on a variety of factors driven by where the data leads the analysis, as well as what data can be gathered in the short timeframe of this analysis. The analysis may also include County cost factors such as internal cost allocations or other costs impacting the overall cost of County service.

During this stage of the analysis, the City will be informed if the RBC team believes that it is overpaying for services or not. If RBC does not feel the City has a good case to make, the City will have the option to discontinue the project at this time.

**Task 3: Comparable Agencies.** As a part of the tax-sharing analysis, the RBC team will attempt to compare the City of Goleta's contribution to County services compared to other cities in the County. This may take the form of actual revenue per capita to the cost of service per capita on an overall basis. The goal of this analysis will be to illustrate differences in how Goleta pays for services, and possibly subsidizes other cities.

**Task 4: Prepare PowerPoint Presentation.** RBC will prepare a presentation outlining its findings for a meeting with the City and County negotiating teams. This presentation will likely include both the RBC analysis as well as a critique of the County analysis presented at the prior negotiations meeting. The

goal of the presentation is to keep the City engaged and moving forward with the County on a process to renegotiate the tax-sharing agreement. Based on the City's

**Task 5: Prepare Report.** RBC will prepare a PowerPoint presentation summarizing the analysis and findings documented in the white paper. The presentation will be delivered at a City Council meeting open to the general public.

#### PROJECT BUDGET

RBC is proposing to perform this study for a not-to-exceed budget of **\$20,000**. RBC bills monthly based on work completed. The billing rates for the RBC team will be:

- Russ Branson, Founder \$200/hour
- Hannah Kohanzadeh, contract analyst \$135/hour

Due to the current pandemic, all work will be conducted remotely; therefore, there will be no travel or additional expense costs.

#### PROJECT TIMELINE

RBC is available to begin work on this project immediately on this challenging assignment. Depending on the availability of data from the City, a draft PowerPoint presentation for discussion with the County negotiating team will be prepared for a mid-February meeting. The actual date should be confirmed following the RBC team's review of the available data and initial analysis. Following the meeting with the County, and a potential presentation to the City Council, the RBC team will complete a report detailing its findings within 30 days. RBC will maintain diligent communication with the City on the project timeline from the start of the project.

Sincerely,



Russ Branson  
**Russ Branson Consulting**

**CHUBB®**

ACE Fire Underwriters Insurance Company

**Chubb Errors and Omissions  
Liability Declarations****RENEWAL CERTIFICATE**

**IN CONSIDERATION OF THE PREMIUM FOR THE RENEWAL POLICY IDENTIFIED BELOW, THE INSURER RENEWS THE EXPIRING POLICY FOR THE PERIOD SET FORTH BELOW.**

**THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.**

**THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.**

**TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS, OF THE POLICY.**

This Renewal Certificate renews the below referenced Expiring Policy and grants new Limit(s) of Liability and a new Retention. The terms, conditions and exclusions of the below referenced Expiring Policy, except as otherwise indicated herein or in endorsements attached hereto, apply to the renewal **Policy Period**. For purposes of coverage afforded during the renewal **Policy Period**, the term **Policy** means the Expiring Policy (including endorsements attached thereto), as amended by this Renewal Certificate and any endorsements attached hereto, and "Declarations" or "Declarations Page" means this Renewal Certificate.

Renewal **Policy** Number: EONCAF150727142-002Renewal of **Policy** Number (Expiring Policy):**Item 1.      Named Insured**

Russell Branson dba Russ Branson Consulting

Principal Address: 4238 Maple Ln  
Carmichael, CA, 95608-2007

**Item 2.      Policy Period:**

Renewed from 12:01 a.m. 09-04-2020 **To** 12:01a.m. 09-04-2021  
(Local time at the address shown in Item 1)

**Item. 3.      Limit of Liability (including Claims Expenses)**

\$1,000,000

Each **Claim**

\$2,000,000

Aggregate Limit

\$5,000.00

**Disciplinary Proceeding Claims Expenses** Aggregate Limit  
(in addition and Aggregate Limits set forth above)

**Item 4.      Retention**

\$2,500

Each **Claim**

- Item 5.** Premium: \$1,045
- Item 6.** **Retroactive Date** (if applicable): 09/04/2019
- Item 7:** **Professional Services:** See Amendatory Endorsement Definition of Professional Services Amended
- Item 8:** Notice to **Company:**
- A. Notice of **Claim** or **Wrongful Act:**  
 CHUBB North American Claims  
 PO Box 5122  
 Scranton, PA 18505-3801  
 Toll Free: 844-539-3801  
[ApolloOps1FNOL@chubb.com](mailto:ApolloOps1FNOL@chubb.com)
- B. All Other Notices:  
 Commercial Risk Services  
 3 Country View Road  
 Third Floor  
 Malvern, PA 19355
- Item 9.** Optional **Extended Reporting Period:**
- A. Additional Premium: 100% of last annual premium.
- B. Additional Period: 12 months
- Item 10.** Endorsements attached upon **Policy** effective date:
- |           |        |  |
|-----------|--------|--|
| PF38130CA | (0417) | RENEWAL CERTIFICATE (AFU)  |
| PF23294c  | (0310) | NETWORK SECURITY OR PRIVACY LIABILITY EXCLUSION  |
| PF47686   | (0316) | RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES  |
| PF47719   | (0316) | ADDITIONAL LIMIT OF LIABILITY CLAIMS EXPENSES  |
| PF47760   | (0516) | UNSOLICITED COMMUNICATIONS EXCLUSION   |
| PF42381CA | (0417) | DEFINITION OF PROFESSIONAL SERVICES AMENDED  |
| PF47462CA | (0417) | MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT<br>ENDORSEMENT  |
| PF47708CA | (0316) | FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS<br>ENDORSEMENT  |
| PF48964   | (0417) | AMENDATORY ENDORSEMENT CALIFORNIA  |
| PF18874   | (0206) | ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY<br>POLICY   |
| ALL20887  | (1006) | ACE PRODUCER COMPENSATION PRACTICES & POLICIES   |
| ILP001    | (0104) | U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS<br>CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS |

CC1K11i	(0218)	SIGNATURES
PF46422	(0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ALL21101	(1106)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Producer Name and No.: TRANSPORTATION RISK SERVICES LLC  
1300 SOUTH GROVE AVENUE SUITE 102  
BARRINGTON LAKE, IL, 60010  
Z01958

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by a duly authorized representative of the Company.

DATE: 09/04/2019

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Authorized Representative

Chubb. Insured.<sup>SM</sup>

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Network Security or Privacy Liability Exclusion**

1. Section II, Definitions, is amended by adding the following:

- **Network Security or Privacy Breach** means:

1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:
  - (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  - (b) the Gramm-Leach-Bliley Act of 1999;
  - (c) the California Security Breach Notification Act (CA SB 1386);
  - (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
  - (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
  - (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.

2. Section III, Exclusions, is amended by adding the following:

- alleging, based upon, arising out or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**RETENTION AMENDED – NOT APPLICABLE TO CLAIMS EXPENSES**

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF476860316
Policy Symbol EON	Policy Number EONCAF150727142-002	Policy Period 09-04-2020 to 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACEFire			

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

It is agreed that:

1. The Retention set forth in Item 4 of the Declarations will not apply to **Claims Expenses**.
2. Section V. B, Retention, is amended by deleting “and **Claims Expenses**” from subsections 1.and 2.

All other terms and conditions of this **Policy** remain unchanged.

**Additional Limit of Liability: Claims Expenses**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF477190316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted:

Limit of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses**:

- |                   |  |
|-------------------|--|
| a. \$1,000,000    | Each <b>Claim</b>                                      |
| b. \$2,000,000    | Aggregate Limit  |
| c. \$1,000,000.00 | Claims Expenses Aggregate Limit                        |
| d. \$10,000       | Disciplinary Proceeding Claims Expense Aggregate Limit |

- Section V., LIMITS OF LIABILITY AND RETENTION, A. Limits and B. Retention, are deleted in their entirety and replaced with the following:

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention up to the aggregate amount stated in Item 3.c of the Declarations without reduction or erosion of the Each **Claim** or Aggregate limits of liability stated in Items 3.a and 3b of the Declarations.
- Once the **Insurer** has paid the amount set forth in Item 3.c of the Declarations in Aggregate **Claims Expenses** arising from or relating to any and all **Claims**, all further payments by the **Insurer** of **Claims Expenses** shall be subject to the limits stated in Items 3.a and 3b which limits are applicable to both **Damages** and **Claims Expenses**.

B. Limit of Liability

- Except as otherwise stated in section V.A,
  - the **Insurer's** maximum liability for the sum of all **Damages** and **Claims Expenses** for each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**, shall be the amount stated as the Each **Claim** limit in Item 3.a of the Declarations, and
  - the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period** shall be the amount stated as the Aggregate Limit in Item 3.b of the Declarations.
- All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy**

**Period.** All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.

3. Except as otherwise stated in section V.A, any payment of **Damages** or **Claims Expenses** by the **Insurer** will reduce the Limits of Liability stated in Item 3.a and 3.b of the Declarations. If the Aggregate Limit stated in Items 3.b is exhausted, then the limit for **Claims Expenses** stated in Item 3.c shall also be deemed exhausted.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.
5. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

C. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. The Retention amount applies to Claim Expenses and Damages, however the Retention amount applies only once per each Claim. The Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

All other terms and conditions of this **Policy** remain unchanged.

---

Authorized Representative

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

Named Insured Russell Branson dba Russ Branson Consulting			Endorsement Number PF477600516
Policy Symbol EON	Policy Number EONCAF1507271 42-002	Policy Period 09-04-2020 To 09-04-2021	Effective Date of Endorsement 09-04-2020
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

**Unsolicited Communications Exclusion**

It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to:
  - (1) the United States of America CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
  - (2) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; or
  - (3) any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**DEFINITION OF PROFESSIONAL SERVICES AMENDED**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF42381CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020</b> To <b>09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CHUBB ERRORS AND OMISSIONS POLICY**

It is agreed that Section II, Definitions, subsection P. is deleted in its entirety and replaced by the following:

- P. **Professional Services** means services performed for others by an **Insured** or by any person or entity for whom the **Insured** is legally liable for others for a fee; provided, however, **Professional Services** shall not include services performed as the following:

accountant, actuary, architect, banker, builder, construction manager, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, mortgage banker/broker, nurse, physician, property developer, security broker/dealer, software programmer, structured settlement broker, web site designer, or web site host services.

All other terms and conditions of this **Policy** remain unchanged.

**MISCELLANEOUS PROFESSIONAL LIABILITY ENHANCEMENT ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47462CA0417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020 To 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CHUBB ERRORS AND OMISSIONS POLICY**

It is agreed that in consideration of the premium paid, the **Policy** is amended as follows:

1. Section I, Insuring Agreement and Defense, subsection B, Defense is amended by deleting numbered paragraph 2 in its entirety and inserting the following:
  2. If the **Insured** refuses to consent to a settlement or a compromise acceptable to the claimant/plaintiff and the **Company**, then the **Company's** liability to pay **Damages** and **Claims Expenses** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (ii) 70% of all subsequent covered **Claims Expenses** and **Damages** in excess of such amount, which sum shall not exceed the unexhausted Limit of Liability specified in Item 3 of the Declarations. The remaining 30% of **Claims Expenses** and **Damages** shall be borne by the **Insureds** uninsured and at their own risk. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** referenced above. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
2. Section II, Definitions, is amended as follows:
  - a. Subsection C, the definition of **Claim** is amended by adding the following:  
**Claim** also means a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** as otherwise described in this definition.
  - b. Subsection F, the definition of **Damages** is amended by deleting the last paragraph and inserting the following:  
**Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.
  - c. Subsection I, the definition of **Insured**, is amended by adding the following paragraphs:
    - **Insured** also means any joint venture entered into by the **Named Insured**, but only for the legal liability of the **Named Insured** in the rendering of or failure to render **Professional Services** which may result from the **Named Insured's** participation in such joint venture.
    - **Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;
3. Section III, Exclusions, is amended as follows:
  - a. Subsection A, is deleted in its entirety and the following is inserted:
    - A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply unless and until there is an adverse admission by or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**. This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion, only the knowledge of the

**Named Insured's** and any **Subsidiary's** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, and Risk Manager (or the functional equivalent of such positions) shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of any other **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

b. The following exclusions are added:

- alleging, based upon, arising out of or attributable to the **Insured's** performance of or failure to perform professional services as a accountant, actuary, architect, banker, builder, contractor, doctor, engineer, franchisor, hardware manufacturer/distributor, insurance agent, insurance company, internet service provider, investment banker, investment advisor, lawyer, nurse, physician, property developer, security broker/dealer, or structured settlement broker.
- alleging, based upon, arising out of or attributable to any unsolicited dissemination of faxes or e-mails to multiple, actual or prospective customers of the **Insured** or any other third party, including but not limited to **Claims** alleging any actual or alleged violation of the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion.

4. Section VI, Conditions, is amended as follows:

a. Subsection A, Notice, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Named Insured's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), is first made aware of such **Claim**, but in no event later than 60 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

b. Subsection D, Representations, is amended as follows:

- i. The phrase "this **Policy** shall be void ab initio" is deleted and the following is inserted in its place:  
this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.
- ii. The following provision is added:  
For purposes of this subsection D, only the knowledge of the **Named Insured's** and any **Subsidiary's** Chairman of the Board, Chief Executive Officer (CEO), President, Chief Financial Officer (CFO), Chief Information Officer (CIO), General Counsel, or Risk Manager (or the functional equivalent of such positions), shall be imputed to the **Named Insured** and any **Subsidiary**. Further, the knowledge of an **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured** or **Insured** entity.

c. Subsection E, Termination, numbered paragraph 1 is deleted in its entirety and the following is inserted:

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 15 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 15 day period;
  - c. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - d. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

d. Subsection F, Territory and Valuation is amended by deleting numbered paragraph 1 and inserting the following:

1. Coverage under this **Policy** shall extend to **Wrongful Acts** occurring and **Claims** made anywhere in the world, where legally permissible.

e. The following new subsections are added:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

- **Allocation**

A. If **Damages**, in part, covered by this **Policy** and, in part, not covered by this **Policy**, are incurred on account of a single **Claim** for which the **Company** retains the duty to defend, the **Policy** will pay one hundred percent (100%) of reasonable and necessary **Claims Expenses** incurred in the defense of such **Claims**.

B. **Damages** and **Claims Expenses** incurred by the **Insured** on account of any **Claim** for which the **Company** does not retain the duty to defend shall be allocated between covered and uncovered loss based on the relative legal and financial exposures of the parties and loss at issue.

5. Section VII, Material Changes In Conditions, subsection A, is amended by deleting the phrase “exceeds 10%” and inserting the phrase “exceeds 20%”.

All other terms and conditions of this **Policy** remain unchanged.

## FINANCIAL CONSULTANTS AND MANAGEMENT CONSULTANTS ENDORSEMENT

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF47708CA0316</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF15072714 2-002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

### THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: CHUBB ERRORS AND OMISSIONS POLICY

It is agreed that Section III, Exclusions, is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return and/or interest;
- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments or real property;
- alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;
- alleging, based upon, arising out of, or attributable to services as an investment advisor or any offer to provide such services or any services in connection therewith;
- alleging, based upon, arising out of, or attributable to the selection of any investment manager, investment advisor or custodial firm;
- alleging, based upon, arising out of, or attributable to the commingling or improper use of, or failure to properly segregate or safeguard funds;
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;
- alleging, based upon, arising out of, or attributable to the failure to secure financing
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
- alleging, based upon, arising out or attributable to the performance of or failure to perform services as an attorney, accountant or actuary;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF489640417</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020</b> To <b>09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Amendatory Endorsement - California**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II of the **Policy** is amended at Definitions F. **Damages** by adding the following to the end of the second paragraph:

; provided further that, if such jurisdiction is the State of California, then **Damages** does not include punitive and exemplary damages and the multiplied portion of any multiple damage award.

2. Section VI of the **Policy** is amended at Condition E, Termination, by adding the following:

- If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Company** issued, the **Company** may terminate this **Policy** only for one or more of the following reasons:
  - a. failure to pay a premium when due, including payment due on a prior policy the **Company** issued and due during the current **Policy Period** covering the same risks;
  - b. a judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
  - c. discovery of fraud or material misrepresentation by either of the following:
    - 1) the **Insured** or its representative in obtaining the insurance;
    - 2) the **Named Insured** or its representative in pursuing a **Claim** under the **Policy**;
  - d. discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or its representative, which materially increases any of the risks insured against;
  - e. failure by the **Named Insured** or its representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of **Policy** issuance or which were conditions precedent to the use by the **Company** of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
  - f. a determination by the Insurance Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the **Company**;
  - g. a determination by the Insurance Commissioner that a continuation of the **Policy** coverage would place the **Company** in violation of the laws of California or the state of its domicile or that the continuation of coverage would threaten the solvency of the **Company**; or
  - h. a change by the **Named Insured** or its representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the **Policy**.

- Notice of termination from the **Company** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.

3. The following Condition is added to Section VI of the **Policy**:

- **NONRENEWAL**

If the **Company** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days, but not more than 120 days, before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

The **Company** is not required to send notice of nonrenewal if:

1. the transfer of, or renewal of, a **Policy** without a change in its terms or conditions or the rate on which the premium is based between the **Company** and another company which are members of the same insurance group;
2. the **Policy** has been extended for 90 days or less and the notice required in the first paragraph above has been given prior to the extension;
3. the **Named Insured** has obtained replacement or has agreed, in writing, within 60 days of the termination of the **Policy**, to obtain that coverage;
4. the **Policy** is for a period of no more than 60 days and the **Insured** is notified at the time of issuance that it may not be renewed;
5. the **Named Insured** requests a change in the terms or conditions or risks covered by the **Policy** within 60 days prior to the end of the **Policy Period**; or
6. the **Company** has made a written offer to the **Insured**, within the time period specified in the first paragraph above, to renew the **Policy** under changed terms or conditions or at a changed premium rate, when the increase exceeds 25%.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative



**ACE Fire Underwriters Insurance  
Company**

## **ACE Advantage® Miscellaneous Professional Liability Policy**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Company** agree as follows:

### **I. INSURING AGREEMENT AND DEFENSE**

#### **A. Insuring Agreement**

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

#### **B. Defense**

1. The **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.
2. The **Company's** duty to defend ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** incurred until the date of such refusal. The **Insured** thereafter has the duty to defend at its own expense. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
3. The **Company** shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted, or after the **Company** has deposited the remaining available Limit of Liability with a court of competent jurisdiction. In such case, the **Company** shall withdraw from investigation, defense, payment or settlement of such **Claim** and shall tender control of such **Claim** to the **Insured**.
4. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to \$250.00 per day and a maximum amount of \$5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.

### **II. DEFINITIONS**

- A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

- B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- C. **Claim** means:
1. a written demand against any **Insured** for monetary or non-monetary damages;
  2. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
  3. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
  4. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
  5. a **Disciplinary Proceeding**; including any appeal therefrom.
- D. **Claims Expenses** means:
1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, in the investigation and defense of covered **Claims**; and
  2. premiums for any appeal bond, attachment bond or similar bond, provided the **Company** shall have no obligation to apply for or furnish such bond.
- Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of the **Company** or the **Insured**.
- E. **Company** means the insurance company providing this insurance.
- F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, awards and settlements. **Damages** shall not include:
1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
  2. taxes, fines or penalties;
  3. matters uninsurable under the law pursuant to which this **Policy** is construed;
  4. disgorgement of profits by an **Insured**; cost of an **Insured's** correction; fees, commissions, expense or costs paid to or charged by an **Insured**;
  5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; or
  6. any amount relating to a **Disciplinary Proceeding**, other than **Claims Expenses**.
- Damages** includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy** or such **Claim**.
- G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct by an **Insured** in the performance of **Professional Services**.
- H. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section IV, **Extended Reporting Period**.
- I. **Insured** means:
1. the **Named Insured**;
  2. any **Subsidiary**, but only with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
  3. any past or present principal, partner, officer, director, trustee or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;

4. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in paragraph 3 above in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
  5. independent contractors who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** thereof.
- J. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- K. **Named Insured** means the entity or person specified in Item 1 of the Declarations.
- L. **Personal Injury Offense** means one or more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. defamation, including libel and slander, and disparagement;
  4. publication or an utterance in violation of an individual's right to privacy; and
  5. invasion of the right to private occupancy, including wrongful entry or eviction.
- M. **Policy** means collectively, the Declarations, the **Application**, this policy form and any endorsements.
- N. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section VI.E, Termination of the Policy.
- O. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county or municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, or noise.
- P. **Professional Services** means only those services specified in Item 7 of the Declarations performed for others by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.
- Q. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
  2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- R. **Retroactive Date** means the date specified in Item 6 of the Declarations.
- S. **Subsidiary** means any entity, other than a joint venture, in which the **Named Insured**:
1. owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company; or
  2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured** or any **Subsidiary**, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company,

on or before the inception date of the **Policy**, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.

- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**.
- U. **Wrongful Employment Practices** means any actual or alleged:
1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
  2. employment-related misrepresentation;
  3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
  4. sexual harassment or other unlawful workplace harassment;
  5. wrongful deprivation of a career opportunity or failure to employ or promote;
  6. wrongful discipline of employees;
  7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
  8. negligent evaluation of employees;
  9. failure to adopt adequate workplace or employment policies and procedures;
  10. employment-related libel, slander, defamation, or invasion of privacy;
  11. employment-related wrongful infliction of emotional distress;
  12. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

### III. EXCLUSIONS

The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;
- B. alleging, based upon, arising out of, or attributable to any **Bodily Injury** or **Property Damage**;
- C. alleging, based upon, arising out of, or attributable to any liability of others assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- D. alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:
  1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
  2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held or not-for-profit company;
- E. brought or maintained by, on behalf of, or in the right of any **Insured**;
- F. alleging, based upon, arising out of or attributable to any **Wrongful Employment Practice**;

- G. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
- I. alleging, based upon, arising out or attributable to any violation of:
  - 1. the Employee Retirement Income Security Act of 1974;
  - 2. the Securities Act of 1933, the Securities Exchange Act of 1934;
  - 3. the Racketeering Influenced and Corrupt Organizations Act of 1970;
 and any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law;
- J. alleging, based upon, arising out of, or attributable to the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled;
- K. alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;
- L. alleging, based upon, arising out of, or attributable to:
  - 1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
  - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- M. alleging, based upon, arising out of, or attributable to:
  - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;
- N. alleging, based upon, arising out of, or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

#### IV. **EXTENDED REPORTING PERIOD**

If the **Company** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

##### A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of

such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. Optional **Extended Reporting Period**

1. The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 9 of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 9 of the Declarations following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.
2. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Company**, and the **Company** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.
3. The 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

C. The **Company** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Company** within 10 days following the date of such notice by the **Company** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The Automatic and Optional **Extended Reporting Periods** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic and Optional **Extended Reporting Period**, combined.

E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**

V. LIMITS OF LIABILITY AND RETENTION

A. Limits

1. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.
2. The Each Claim Limit stated in Item 3 of the Declarations shall be the **Company's** maximum aggregate liability for the sum of all **Damages** and **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
3. The Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

5. **Claims Expenses** shall be part of and not in addition to the Aggregate Limit of Liability shown in Item 3 of the Declarations, and shall reduce such Aggregate Limit of Liability.
6. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.

#### B. Retention

1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

### VI. CONDITIONS

#### A. Notice:

1. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
2. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Company** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
  - a. the identity of the potential claimants;
  - b. a description of the anticipated **Wrongful Act** allegations;
  - c. the identity of the **Insureds** allegedly involved;
  - d. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
  - e. the consequences which have resulted or may result; and
  - f. the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Company** of any **Claim** or **Wrongful Act** shall be given to the **Company** at the address set forth in Item 8A of the Declarations. All other notices to the **Company** under this **Policy** shall be given to the **Company** at the address set forth in Item 8B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

#### B. Assistance and Cooperation

The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall immediately forward to the **Company** at the address indicated in Item 8A of the Declarations every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives. The **Insured** shall do nothing that may prejudice the **Company's** position.

#### C. Other Insurance

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

#### D. Representations

1. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
  - a. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
  - b. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Company** under this **Policy**.

It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio.

#### E. Termination

1. This **Policy** shall terminate at the earliest of the following times:
  - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
  - b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Company**;
  - c. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
  - d. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
  - e. at such other time as may be agreed upon by the **Company** and the **Named Insured**.
2. If the **Policy** is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed at the customary short rate. If the **Policy** is terminated by the **Company**, the **Company** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

#### F. Territory And Valuation

1. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, provided that the **Claim** is made within the jurisdiction, and subject to the substantive laws of the United States of America, Canada, or their territories or possessions.
2. All premiums, limits, retentions, **Damages** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.

#### G. Subrogation

In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

#### H. Action Against the **Company** and Bankruptcy

No action shall lie against the **Company**. No person or organization shall have any right under this **Policy** to join the **Company** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Company** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

#### I. Authorization

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

#### J. Alteration, Assignment and Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy** nor prevent the **Company** from asserting any right under the terms of this **Policy**.
2. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Company**.
3. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

#### K. Interpretation

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy**, without regard to the authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company** and without reference to the reasonable expectations of either the **Insured** or the **Company**.

## VII. MATERIAL CHANGES IN CONDITIONS

### A. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to **Claims** for **Wrongful Acts** taking place after such acquisition or creation, unless the **Company** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the total revenue of such acquired organization, as reflected in the then most recent consolidated financial statements of the organization, exceeds 10% of the total revenue of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall, no later than 60 days after the effective date of such acquisition or creation:

- a. give written notice of such acquisition or creation to the **Company**;
- b. pay any additional premium required by the **Company**; and
- c. agree to any additional terms and conditions of this **Policy** as required by the **Company**.

### B. Acquisition of the **Named Insured**

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of i) the directors of the **Named Insured** if a Corporation; ii) the management committee members of the **Named Insured** if a partnership; iii) the management board of the **Named Insured** if a limited liability company;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

### C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

***Westchester***

A Chubb Company

**Chubb Producer Compensation  
Practices & Policies**

Westchester believes that policyholders should have access to information about Westchester's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**CHUBB®****SIGNATURES**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>CC1K11i0218</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

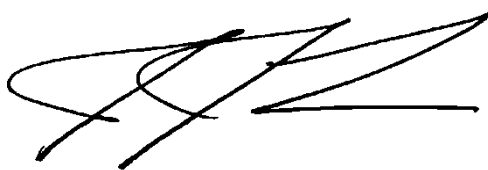
By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



REBECCA L. COLLINS, Secretary



JOHN J. LUPICA, President

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF464220715</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142 -002</b>	Policy Period <b>09-04-2020 To 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

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

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>PF190611005</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020</b> to <b>09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

**Spousal Coverage Extension**

It is agreed that Section VI, Conditions, is amended by adding the following subsection:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

All other terms and conditions of this Policy remain unchanged.

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 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insured Definition Amended-Leased, Part Time, Seasonal Employees

It is agreed that Section II, Definitions, Subsection I, the definition of **Insured** is amended by adding the following:

**Insured** also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Additional Insured (Automatic Pursuant to Contract)**

It is agreed that:

1. Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

**Insured** also means any client or customer of the **Named Insured**, but only if a written contract entered into by the **Named Insured** specifically requires that such client or customer be added as an additional **Insured** for professional liability or errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such client or customer which results from **Wrongful Acts** committed solely by the **Named Insured**.

The **Policy** will not provide coverage for any **Wrongful Act** committed by such client or customer referenced above which is added to this **Policy** as an additional **Insured**.

2. Section III, Exclusions, is amended by deleting exclusion E, but solely with respect to **Claims** asserted by such client or customer referenced above for **Wrongful Acts** actually or allegedly committed by an **Insured** in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**False Claims Act Exclusion**

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured <b>Russell Branson dba Russ Branson Consulting</b>			Endorsement Number <b>ALL211011106</b>
Policy Symbol <b>EON</b>	Policy Number <b>EONCAF150727142-002</b>	Policy Period <b>09-04-2020 to 09-04-2021</b>	Effective Date of Endorsement <b>09-04-2020</b>
Issued By (Name of Insurance Company) <b>ACE Fire Underwriters Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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 Authorized Agent

REQUISITION

Requisition #: 21CM004  
Date: 07/01/2020  
Vendor #: 003374

ISSUED TO: Russell Branson  
4238 Mapel Lane  
Carmichael, CA 95608-

SHIP TO: CITY OF GOLETA  
130 CREMONA DRIVE, SUITE B  
GOLETA, CA 93117

ITEM	UNITS DESCRIPTION	ITEM #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Agreement for Financial Consulting Service		0.00 101-10-1200-51200	20,000.00
<b>Detailed Description:</b> FY20/21 Professional Service Agreement for Financial Consulting Services in conjunction with development of an independent analysis of the City of Goleta's tax sharing agreement with Santa Barbara County.				

Authorized By: \_\_\_\_\_

SUBTOTAL:	20,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,000.00