

CITY CLERK ORIGINAL

C-9967
04/08/2015

SMALL PURCHASE CONTRACT BETWEEN THE CITY OF GLENDALE, ARIZONA AND KAREN KURTZ

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 8th day of April, 2015, between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Karen Kurtz, (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**

2. Compensation. City shall pay Contractor on an hourly basis for her Services, at a rate of \$100.00 per hour and a maximum contract price not to exceed **\$7,500.00**, as also set forth in **Exhibit A** and incorporated herein by reference. Payment shall be made in installments. The first payment of **\$2,500.00** shall be made on or before June 30, 2015. The remaining installments shall be paid after July 1, 2015, with payments being made: (a) after the Community meetings facilitated by Contractor are complete; (b) when the draft report of the results obtained from the Community meetings is issued; and (c) when the final report of the results obtained from the Community meetings is transmitted to the City Council. Contractor shall be paid after invoices and work product documenting the work performed have been submitted to and approved by the City.

3. Amendment. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.

4. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until Services are complete, or one year from the above date, whichever time is shorter.

4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

5. Insurance, Bond and Indemnification.

(a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement. The Contractor's Professional Liability Insurance Policy is attached to this Contract as **Exhibit B**.

(b) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.

6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.

7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days'

written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.

9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

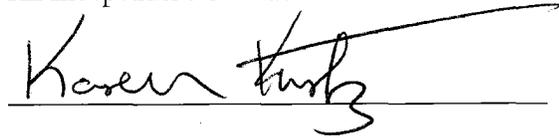
10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

The parties enter into this Contract effective as of the date shown above.

KAREN KURTZ,

An Independent Contractor

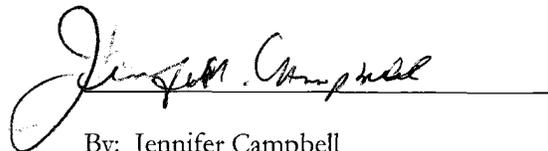


By: Karen Kurtz

Contractor

City of Glendale, Arizona

an Arizona municipal corporation



By: Jennifer Campbell

Its: Assistant City Manager

ATTEST:


City Clerk

Approved as to form

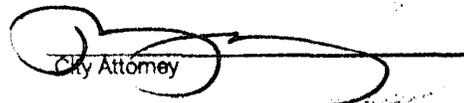

City Attorney

EXHIBIT A

Karen Kurtz
4236 N 36th St
Phoenix, AZ 85018
(602) 955-3611
kakurtz@msn.com

January 29, 2015

Mr. Brian Friedman, Director
Office of Economic Development
5850 W. Glendale Avenue, Suite 217
Glendale, Arizona 85301

Subject: Proposal for Facilitation Services

Dear Mr. Friedman,

Thank you for our phone conversation of January 21st and the opportunity to provide an estimate for facilitation and report writing services related to your diversity project. As I understand it, the purpose of this project is to give the Mayor and City Council feedback from the community about how welcoming and inclusive Glendale is of its cultural and demographic diversity. This is a broader approach than whether the City should adopt a non-discrimination ordinance. The topics can range from the general climate of inclusiveness to specific instances of bias or discrimination, either intentional or unintentional. Participants also could be asked for their suggestions about how to make Glendale more welcoming and inclusive. A final report would focus on what the community said and is not intended to recommend whether the City should or should not adopt an anti-discrimination ordinance.

As I mentioned in our conversation, the data from the public forum will be anecdotal. The public forums would be organized for participants to meet in small table groups of about 10 individuals each so that they have the opportunity to answer open-ended questions about their experiences and perspectives. Any Glendale residents who attend the forums would be welcome to participate. Because participation will not be based on a representative random sample, the data from the forums cannot be considered as a statistically significant representation of the community as a whole. However, if the results from the forum are compelling enough, the Mayor and City Council may choose to conduct a survey from a statistically representative sample in the future.

My proposal for facilitation and report writing services includes the following tasks:

- Working with Economic Development staff, create an implementation plan for conducting six public forums (one in each Council district), which includes designing the questions and process for conducting the forums, determining how to promote the forums, how to work with the press if they attend the forums, planning for the

staff support needs (table moderators, note takers, interpreters, etc.), and the meeting locations and dates. (Estimated Hours = 9)

- Prepare for and conduct a training session for table moderators and note takers. (Estimated Hours = 3)
- Facilitate six public forums on Glendale as a welcoming and inclusive community. Each forum would be scheduled for two hours and would include evenings and weekend times. (Estimated hours = 18)
- Compile the data from the six public forums, sort by common themes across all districts, and analyze to determine if there are any patterns in the answers by Council District. Write a final report of the data results. (Estimated hours = 30)
- Conduct a seventh citywide meeting for residents to comment on the final report or make the report available electronically and give residents the opportunity to comment on-line or by mail. Resident feedback to the report could be added as an addendum or prepared as a separate follow up memo to the report. (Estimated hours = 5)

The total project is estimated to take 65 hours at a cost of \$6,500 or \$100 per hour. I charge only for the actual hours worked, so the cost could be less. As a point of reference, the diversity project I completed with the Mesa Diversity Office in 2014 cost \$7,500. Also, my resume is attached for information about my experience and credentials. I would be happy to provide references and answer any other questions you might have about my proposal. Thank you again for your inquiry. I hope we get the opportunity to work together.

Sincerely,

Karen Kurtz

Karen Kurtz

EXHIBIT B

Policy Number: VCPL063294
Insured Name: KAREN F KURTZ
Number: 1

VE 4402 01 11

Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEMINI INSURANCE COMPANY

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

It is understood and agreed that in the event of the failure of the Insurer hereon to pay any amount claimed to be due hereunder, the Insurer will submit to the jurisdiction of any court of competent jurisdiction within the United States or Canada, will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this Endorsement constitutes or should be understood to constitute a waiver of the Insurer's rights to commence an action in any court of competent jurisdiction in the United States or Canada, to remove any action to a United States District Court, or to seek a transfer of an action to another court as permitted by law.

It is further agreed that service of process in such suit may be made upon Rajiv Raval, Senior Vice President and General Counsel of Gemini Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, or his/her designee, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on behalf of the Insurer in any such suit and/or upon the request of the Insured or (Reinsured) to give a written undertaking to the Insured (or Reinsured) that it or they will enter a general appearance upon the Insurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and the insurer hereby designated the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



Date: 02/07/2015

Company: Worldwide Facilities, Inc.
C104

Policy #: VCPL063294
Insured: KAREN F KURTZ

Re: Insurance Policy Administrative Instructions to Wholesale Brokers

Please find enclosed with this letter the policy you placed with Vela Insurance Services, a W. R. Berkley Company. On behalf of all of us at Vela Insurance Services, a W. R. Berkley Company, thank you for the confidence you placed in us by binding this account with us. We appreciated helping you "turn opportunities into successes."

These documents are enclosed:

Common Declarations (two copies)
Insured Copy of Policy (without Producer information)
Producer Copy of Policy (with Producer information)
W. R. Berkley Corporation "At A Glance"
Vela Insurance Services, a W. R. Berkley Company "At A Glance"

We strongly encourage you to review the policy documents carefully to ensure that the policy we issued conforms to your binding instructions.

We have two important administrative requirements to ask of you related to this policy:

1. Premium Accounting

The net premium is due and payable no later than forty-five (45) calendar days after the end of the month for which the statement that includes this policy is rendered.

REMIT PAYMENT DIRECTLY TO:

Vela Insurance Services, a W. R. Berkley Company
NW5090
P.O. Box 1450
Minneapolis, MN 55485-5059

Failure to remit by the due date will result in notice of cancellation being sent directly to the insured for nonpayment of premium. If you anticipate a problem complying with these terms, please contact us at:

Email: Accounting@vela-ins.com
Telephone: (312) 553-4413
Fax: (866) 360-1856
USPS Mail/
Overnight: Vela Insurance Services, a W. R. Berkley Company
NW5090
P.O. Box 1450
Minneapolis, MN 55485-5059

2. Surplus Lines Compliance

As indicated to you in our quotation and binding confirmation, you are responsible for complying with the surplus lines laws of the state in which the captioned risk is domiciled.

We are responsible for documenting your compliance with those laws. To complete our records, please provide us with the name, address and license number of the licensed surplus lines broker who will arrange for affidavit filings and for the payment of appropriate taxes and fees. Please provide this information within thirty (30) days of this letter to avoid the possibility of policy cancellation, to one of these addresses:

Email: submissions@vela-ins.com
Fax: (866) 343-4483

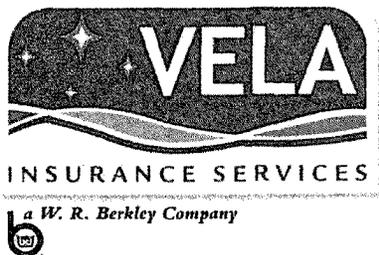
Thank you for your cooperation with our premium accounting and surplus lines compliance requirements, and thank you again for placing this policy with Vela Insurance Services, a W. R. Berkley Company. If you have any questions, concerns or comments about this or any other policy, please do not hesitate to contact us by any of these means:

Website: <http://www.vela-ins.com>
Email: brokerinfo@vela-ins.com
Phone: (312) 553-4413
Fax: (866) 343-4483

Sincerely,



David A. Jordan
President



Date: 02/07/2015

Company: Worldwide Facilities, Inc.

KAREN F KURTZ

Policy # VCPL063294

To complete our records, and avoid notice of cancellation, please provide us with the name, address and license number of the licensed Surplus Lines Broker who will arrange for affidavit filings and for the payment of the appropriate taxes and fees for this policy within thirty (30) days, to submissions@vela-ins.com or fax to (866) 343-4483.

Name: _____

Address: _____

License#: _____ Expiration Date: _____

SCHEDULE OF FORMS

Named Insured: KAREN F KURTZ

POLICY NO.: VCPL063294

C104

| FORM NUMBER | End. # | TITLE |
|------------------------|---------------|---|
| SIG_APP 09 10 | | Signed Application |
| eRisk_Hub_Notice 04 13 | | eRisk Hub - Notice of Access |
| VP 00 06 03 14 | | Professional Liability Coverage Form |
| MPLDEC 03 08 | | Professional Liability Coverage Part Declarations |
| SCHED 03 08 | | Schedule of Forms |
| POLCVLTR_PL 03 14 | | Vela Policy Cover Letter |
| CMNDEC 03 08 | | Common Declarations |
| VE 4402 01 11 | 01 | Service of Suit |
| VP 0275 12 07 | 02 | Named Insureds Professional Services Description Endorsement |
| VP0312 0707 | 03 | Management Consultants Endorsement |
| VP0325 09 09 | 04 | Supplementary Payments Endorsement |
| VP0326 0707 | 05 | Spousal Extension Coverage Endorsement |
| VP 03 08 07 13 | 06 | Amendment - Exclusion A |
| VP 05 35 08 13 | 07 | Amendment - Cancellation/Non-Renewal - Minimum Earned Premium |

Policy Number: VCPL063294
Insured Name: KAREN F KURTZ
Number:

VP 00 06 03 14
Effective Date: 02/07/2015

PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY PAYMENT OF CLAIM EXPENSES.

PLEASE REVIEW THIS POLICY CAREFULLY WITH YOUR INSURANCE BROKER OR ADVISOR.

In consideration of the payment of the premium, the undertaking of the **Insured** to pay the Deductible herein and in reliance upon all statements made and information in the **Application**, which is attached hereto and made a part of this Policy, and subject to all the terms and conditions of this Policy, the **Company** agrees with the **Insureds** as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** any **Loss** and **Claim Expenses** in excess of the Deductible not exceeding the **Limit of Liability** to which this coverage applies that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period**, for **Wrongful Acts** of an **Insured** which occurred on or after the **Retroactive Date**, provided that:

- 1) Written notice of such **Claim** is received by the **Company** during the **Policy Period** or within sixty (60) days thereafter; and
- 2) Prior to the inception date of this Policy, no **Insured** knew, nor could have reasonably foreseen, that the **Wrongful Acts** might result in a **Claim**.

II. DEFENSE AND SETTLEMENT

The **Company** has the right and duty to select counsel and to defend any **Suit** covered by this Policy even if any of the allegations are groundless, false or fraudulent.

If applicable law gives the **Insured** the right to select defense counsel, then the **Insured** may select independent defense counsel, subject to the consent of the **Company**. Such counsel shall have at least ten (10) years of experience in the defense of similar **Suits** in the area where the **Suit** is being defended and shall maintain errors and omissions insurance coverage. The **Insured** and independent defense counsel shall provide full information, documentation and cooperation with respect to the defense, investigation and settlement of any **Suit**. The **Company** shall be liable only for reasonable and necessary defense costs at rates customarily paid by the **Company** for the defense of

similar **Suits** in the area where the **Suit** is being defended. Any such defense costs shall be considered **Claim Expenses**.

The **Company**, at its option, may investigate and defend any **Claim** which does not constitute a **Suit**, as it deems expedient.

The **Company** is not obligated to appeal from any judgment entered against any **Insured**. The decision to appeal from a judgment entered against any **Insured** is solely at the discretion of the **Company**.

The **Company** is not obligated to pay any **Claim Expenses** or to investigate or defend any **Claims** after the **Limit of Liability** has been exhausted by payment of **Loss** or the **Company** has tendered the **Limit of Liability** to, or on behalf of, the **Insured**, or to a court of competent jurisdiction.

The **Company** has the right to negotiate the settlement of any **Claim** as it deems expedient, with the **Named Insured's** consent, which consent shall not be unreasonably withheld. If the **Named Insured** refuses to consent to any settlement recommended by the **Company**, all **Insureds** shall thereafter be obligated to negotiate and defend such **Claim** independently of the **Company**, and the **Company's** duty to defend and pay **Claim Expenses** ceases. Subject to the **Limit of Liability**, the liability of the **Company** for any such **Claim** is limited to the amount in excess of the Deductible which the **Company** would have contributed to the settlement had the **Named Insured** consented to settlement at that time, plus **Claim Expenses** covered by the Policy incurred up to the date of such refusal to settle.

No **Insured** will make any payment, assume any obligation, incur any expense, or settle any **Claim** without the advance written consent of the **Company**, except at the sole expense of the **Insured**. **Loss** and **Claim Expenses** incurred without the prior written consent of the **Company** are not recoverable under this Policy.

After knowledge of a **Claim**, potential **Claim** or **Loss**, no **Insured** will agree to arbitration, or other form of alternative dispute resolution, without the prior written consent of the **Company**.

All **Insureds** will cooperate with the **Company**, and provide such assistance and information as the **Company** may request. Upon the **Company's** request, all **Insureds** shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions, and trials and shall assist in the investigation and defense of **Claims**, including, but not limited to, effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. The **Insureds** further agree not to take any action which may increase the **Insureds'** exposure for **Claim Expenses** or **Loss**.

III. DEFINITIONS

A) "**Application**" means all signed applications, including attachments and other materials submitted therewith or Incorporated therein, submitted by any **Insured** to the

Company for this Policy or for any Policy of which this Policy is a direct or indirect renewal or replacement.

B) "**Arising Out Of**" means connected to, incidental to, originating from or growing out of, directly or indirectly resulting from.

C) "**Claim**" means:

1. A written demand for **Loss** or non-monetary relief against an **Insured** because of a **Wrongful Act**;
2. Any **Suit**.

D) "**Claim Expenses**" means reasonable costs, charges, fees (including attorney's fees and expert fees) and expenses (but does not include salaries, wages, overhead, benefit, or expenses of any **Insured**), incurred by the **Company** or with the **Company's** prior written consent, resulting from the investigation, defense and appeal of a **Claim**. **Claim Expenses** also includes:

1. premiums on appeal bonds required if the **Company** appeals from any judgment entered in any **Suit** to which this Policy applies, but only for that portion of the judgment which is for **Loss** covered by this Policy and which does not exceed the applicable **Limit of Liability**. The **Company** will also pay the premiums on bonds in amounts up to the applicable **Limit of Liability** to release attachments in any **Suit** defended by the **Company**. The **Company** has no obligation to apply for or furnish any bond;
2. post-judgment interest on that portion of any judgment which is for **Loss** covered by this policy, and which does not exceed the applicable **Limit of Liability**, which accrues until the **Company** has paid, or tendered to the plaintiff, or deposited in court, the amount of such **Loss** plus post-judgment interest accrued until the time of such payment, tender or deposit.

E) "**Company**" means the **Insurer** identified In the Declarations Page.

F) "**Insured**" means:

1. The **Named Insured** as listed on the Declarations Page including any partner, director, officer or employee of the **Named Insured** while rendering **Professional Services** on behalf of the **Named Insured**;
2. Any former partner, director, officer or employee of the **Named Insured** while rendering **Professional Services** on behalf of the **Named Insured**;
3. The estate or legal representatives in the event of death, incompetency, insolvency or bankruptcy of any **Insured**.

G) "**Loss**" means a monetary and compensatory judgment or award which the **Insured** is legally obligated to pay because of any covered **Wrongful Act**, but does not include: punitive or exemplary damages, fines, penalties, the multiplied portion of any judgment or award, or any matter uninsurable under the law pursuant to which this Policy will be construed, nor the return of fees or charges for **Professional Services** rendered or to be rendered.

H) "**Named Insured**" means the **Named Insured** listed on the Declarations Page.

I) "**Personal Injury**" means the following offenses: Publication of oral or written material that violates a person's right of privacy or publicity or which libels or slanders a person or organization.

J) "**Policy Period**" means the time period specified on the Declarations Page.

K) "**Professional Services**" means only those professional services listed on the Declarations Page as performed by or on behalf of the **Named Insured** for others for a fee or other form of compensation.

L) "**Related**" means logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

M) "**Suit**" means any civil judicial, administrative or arbitration proceeding initiated against an **Insured** because of a **Wrongful Act** seeking **Loss** or non-monetary relief against an **Insured**.

N) "**Wrongful Act**" means any negligent or unintentional breach of duty imposed by law, or **Personal Injury**, committed solely in the rendering of **Professional Services** by an **Insured**.

IV. EXCLUSIONS

This Policy does not apply to any **Claim** or **Claim Expenses Arising Out Of** any actual or alleged:

A) Criminal, fraudulent, dishonest or knowingly wrongful act or omission committed by or with the knowledge of any **Insured**. However, the **Company** agrees that such insurance as would otherwise be afforded under this Policy shall be applicable with respect to an individual **Insured**, other than the **Named Insured**, who did not participate or acquiesce in or remain passive after having knowledge of such conduct.

B) The gaining by any **Insured** of any personal profit, gain or advantage to which any **Insured** was not legally entitled.

C) Bodily injury, sickness, disease or death of any person, or emotional distress, mental anguish, or other similar injury or damage, or any injury to, or destruction of, any tangible property, or loss of use thereof.

D) Infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan, patent, or other intellectual property rights.

E) Discrimination, including, but not limited to, violation of any municipal, state or federal civil rights or other law, regulation or ordinance.

F) Violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or federal statute and any regulation or order issued pursuant to any of the foregoing statutes.

G) Liability of others assumed by the **Insured** under any oral or written contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such agreement.

H) Breach of any express contract, warranty or guaranty.

I) Failure of any **Insured** to procure or maintain adequate insurance or bonds, or any **Insured's** failure to comply with any law with respect to the **Insured's** employees concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits or any similar law.

J) Violation of or failure to comply with the Employee Retirement Income Security Act of 1974 (ERISA) or similar provisions of any Federal, State or local statutory law or common law.

K) Violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 at seq., (RICO) and any amendments thereto, or any rules or regulations promulgated thereunder, or any similar State or local law.

L) Actual or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, lead, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any governmental direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants.

M) Fee dispute or suit for fees initiated by any **Insured** against any past or current client or customer of any **Insured**.

N) Unsolicited sending of information or advertising by fax, electronic mail (e-mail), or via any other means where prohibited by law.

O) **Claim** by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**.

P) Cost guarantee or estimates of probable costs or cost estimates being exceeded.

V. LIMIT OF LIABILITY AND DEDUCTIBLE

A) The **Company's** maximum limit of liability for all **Loss** from each **Claim** first made during the **Policy Period** shall not exceed the **Each Claim Limit of Liability** set forth on

the Declarations Page, which amount shall be part of and not in addition to the amount stated on the Declaration Page.

B) The **Company's** maximum aggregate limit of liability for all **Loss** from all **Claims** first made during the **Policy Period** shall not exceed the aggregate **Limit of Liability** set forth on the Declarations Page, regardless of the number of **Claims**.

C) **Claim Expenses** are part of and not in addition to the **Limits of Liability** set forth on the Declarations Page, and payment by the **Company** of **Claim Expenses** shall reduce and may exhaust such **Limits of Liability**.

D) The Deductible amount stated in the Declarations Page shall apply to **Loss** and **Claim Expenses** and shall apply to each and every **Claim**. The **Company** shall only be liable to pay, subject to the **Limit of Liability** provisions stated above, for **Loss** and **Claim Expenses** in excess of such Deductible and such Deductible shall not be **Insured** under this Policy. In the event that the **Company**, in its sole discretion, decides to pay amounts within the Deductible, the **Named Insured**, and any other **Insureds** against whom the **Claim** is made, shall be jointly and severally liable to repay the **Company** such amounts within (30) thirty days of a request by the Company.

E) One or more **Claims Arising Out Of** the same **Wrongful Acts**, or **Related Wrongful Acts**, shall be considered a single **Claim** subject to the **Each Claim Limit of Liability**.

VI. MULTIPLE CLAIMS AND WRONGFUL ACTS

One or more **Claims Arising Out Of** the same **Wrongful Acts**, or **Related Wrongful Acts**, shall be considered a single **Claim**.

All such **Claims**, whenever made, will be deemed first made at the time the earliest such **Claim** was first made. All such **Claims** will be covered, if at all, only under the Policy, if any, in effect if and when the earliest such **Claim** was first made and reported to the **Company**. Subsequent policies will not apply to any such **Claims**.

Two or more **Related Wrongful Acts** shall be deemed one **Wrongful Act** which occurred at the time the earliest such **Wrongful Act** occurred.

VII. TERRITORY

The Insurance afforded applies to **Wrongful Acts** worldwide, provided that **Claim** is made within the United States, its territories, possessions or Canada.

VIII. EXTENDED REPORTING PERIOD

A) If this Policy is either terminated or not renewed for any reason other than nonpayment of premium, any **Insured** shall have the right to purchase an **Extended Reporting Period** for twelve (12) months, for payment of 75% of the Premium stated on the Declarations Page, or twenty four (24) months, for payment of 125% of the Premium

stated on the Declarations Page, or thirty six (36) months, for payment of 175% of the Premium stated on the Declarations Page. This right to purchase an **Extended Reporting Period** shall lapse unless written notice of election to purchase the **Extended Reporting Period**, together with payment of the additional premium due, is received by the **Company** within 30 days after the end of the **Policy Period**.

B) If the **Extended Reporting Period** is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** first made and reported to the **Company** during such **Extended Reporting Period**, but only for **Wrongful Acts** committed before the end of the **Policy Period**. The entire additional premium for the **Extended Reporting Period** shall be deemed fully earned at the inception of such **Extended Reporting Period**. The **Limit of Liability** for the **Extended Reporting Period** shall be part of and not in addition to the applicable **Limits of Liability** for the **Policy Period**.

IX. CLAIM REPORTING PROVISIONS

A) If a **Claim** is made against any **Insured**, the **Insured** shall provide immediate notice to the **Company**, and shall forward, as soon as practicable, every demand, notice, summons, complaint or other process or documents received by the **Insureds** or their representatives.

B) If, during the **Policy Period**, an **Insured** becomes aware of a **Wrongful Act** which may reasonably be expected to subsequently give rise to a **Claim**, and during the **Policy Period**, the **Insured** gives the **Company** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from the **Wrongful Act**, the **Loss** which may result from the **Wrongful Act**, and the circumstances by which the **Insured** first becomes aware of the **Wrongful Act**, and requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**, then the **Company** will treat any such subsequently resulting **Claim** as if it had been made against the **Insured** and reported during the **Policy Period**, provided that written notice of such **Claim** is immediately given to the **Company** after it is first made.

C) Notice to the **Company** is not effective until received by the **Company**. All notices shall be sent to:

Vela Insurance Services, a W. R. Berkley Company
Claims Department
11516 Nicholas Street, Suite 301
Omaha, NE 68154
TELEPHONE: (866) 915-7478 or (402) 492-8352
FAX: (402) 492-3283
EMAIL: claims@vela-ins.com

No insurance agent or broker is authorized to act as the **Company's** agent to receive reports or notices hereunder, and any reports or notices to an insurance agent or broker shall not constitute compliance with the terms and conditions of this Policy.

Timely and adequate notice are conditions precedent to coverage, and failure to timely or adequately report a **Claim** or potential **Claim** may result in denial of coverage.

X. CANCELLATION/NON-RENEWAL

A) The **Named Insured** may cancel this **Policy** by surrender thereof to the **Company**, or by mailing to the **Company** written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

B) The **Company** may cancel this Policy by mailing or delivering to the **Named Insured** written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Insured** has failed to pay a premium when due, this Policy may be canceled by the **Company** by mailing or delivering a written notice of cancellation to the **Named Insured** stating when, not less than (10) days thereafter, such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Company** shall be equivalent to mailing.

C) If this Policy is canceled pursuant to Clause A. hereinabove, the **Company** shall retain the customary short rate portion of the premium hereon. If this Policy is canceled pursuant to Clause B. hereinabove, the **Company** shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of cancellation.

D) If the **Company** decides not to renew this Policy, the **Company** shall mail or deliver written notice to the **Named Insured** at least sixty (60) days before the end of the **Policy Period**. The notice of non-renewal shall state the reason for non-renewal.

XI. OTHER INSURANCE

This Policy is excess over any other applicable insurance whether such insurance is primary, excess, contributory, contingent, or otherwise and whether such insurance is collectible or not; unless such other insurance is written to be specifically excess over the insurance provided by this Policy. Other insurance includes other insurance policies, benefits under a risk retention group, any self-insured retention or plan, or indemnification agreement.

XII. REPRESENTATIONS

In issuing this Policy, the **Company** has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information are true, and accurate are made or provided in order to induce the **Company** to issue this Policy and are material to the **Company's** acceptance of the risk to which this Policy applies.

XIII. ASSIGNMENT

The interests or rights hereunder of any **Insured** are not assignable. If the **Insured** shall die or be adjudged incompetent, such insurance shall cover the **Insured's** legal representative as the **Insured** as would be permitted by this Policy.

XIV. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, or any other insurer which may provide coverage, for any **Loss** or **Claim Expenses**, and the **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure and enforce such rights. The **Insureds** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Loss** and **Claim Expenses** paid by the **Company**, and third to the each **Claim Deductible**. Any additional amounts recovered shall be paid to the **Named Insured**.

XV. CHANGES

Notice to any agent or knowledge by any agent or broker shall not effect a waiver or change in any part of this Policy or stop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, in writing, issued to and forming a part of this Policy.

XVI. ACTION AGAINST THE COMPANY

A) No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual and contested trial on the merits, or by written agreement of the **Insured**, the Claimant or the Claimant's legal representative, and the **Company**.

B) Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.

XVII. MERGERS AND ACQUISITIONS

If, during the **Policy Period**, either of the following events occur:

- A) The acquisition of any **Named Insured**, or all or substantially all of its assets, by another entity or the merger or consolidation of any **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;
- B) The appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to any **Named Insured**;

Then coverage under this Policy will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. After any such event, this Policy may not be canceled by the **Named Insured** and the entire premium for this Policy will be deemed fully earned.

XVIII. VALUATION AND CURRENCY

All premiums, limits, deductible, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars or if **Claim Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the Wall Street Journal on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due or the date such **Claim Expenses** are paid.

XIX. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XX. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

Policy Number: VCPL063294
Insured Name:KAREN F KURTZ
Number: 2

VP0275 12 07

Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSUREDS PROFESSIONAL SERVICES DESCRIPTION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the **Named Insured's Professional Services**, shall read as follows:

Solely in the performance of services as a Grant Writer/Coordinator, for others for a fee.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

Policy Number: VCPL063294
Insured Name: KAREN F KURTZ
Number: 3

VP0312 07 07

Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANAGEMENT CONSULTANTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that this **Section IV. EXCLUSIONS** is amended to add the following provisions:

- Guarantee or warranty that any real or personal property will have, at any point in time, a guaranteed economic value;
- Compilation of audited financial statements;
- Commingling of or inability or failure to pay, collect or safeguard funds.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another date is shown.

Policy Number: VCPL063294
Insured Name: KAREN F KURTZ
Number: 4

VP0325 09 09

Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **Section V. LIMIT OF LIABILITY AND DEDUCTIBLE** is amended to include the following:

F. Supplementary Payments

The **Company** will pay reasonable expenses incurred, including actual and verifiable loss of wages, if the **Insured** is required by the **Company** to attend proceedings or trial in the defense of a covered **Claim**. Such payments are subject to the following:

1. The maximum reimbursement for such expenses shall not exceed \$250 per day for each Insured who attends such proceedings at the **Company's** request;
2. The **Company's** maximum total liability for reimbursement shall not exceed \$5,000 per **Claim** regardless of the number of **Insureds** who attend such proceedings at the **Company's** request;
3. Such payment shall reduce the available **Limit of Insurance** shown on the **Declarations Page**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

Policy Number: VCPL063294
Insured Name:KAREN F KURTZ
Number: 5

VP0326 07 07
Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOUSAL EXTENSION COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **Section III. DEFINITIONS, Part F. INSURED**, is amended to include the following:

4. The lawful spouse of an **Insured** for any **Claim** made against such spouse solely by reason of spousal status or ownership interest in marital property or marital assets that are sought as recovery for such **Claim**, but only if **Claim** does not allege any **Wrongful Act** or omission by the spouse.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.



SIG_APP 0910

Please replace this document with the appropriate signed application before the policy is published and distributed.



As an adjunct of your policy with Vela Insurance Services, your company now has access to the **eRisk Hub®**, powered by NetDiligence®.

The eRisk Hub is a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy losses and support you in the timely reporting and recovery of losses if an incident occurs.

The eRisk Hub portal is an internet-based service that features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

Please note the following:

1. The eRisk Hub portal is a private site for customers of Vela Insurance Services only. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the **Access Code** provided to you.
2. Up to three individuals from your organization may register and use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager or Legal Counsel.
3. This portal contains a directory of experienced providers of cyber risk management and breach recovery services. Vela does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.
4. Should you experience a data breach event, you may choose to contact the Breach Coach® listed in the portal for immediate triage assistance. Your initial consultation of up to one half-hour is free of charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim notification requirements of your policy.

To register for the Vela eRisk Hub:

1. Go to <https://www.eriskhub.com/vela.php>.
2. Complete the registration form. Your **Access Code** is **11710**.
3. Once registered, you can access the portal immediately with the User ID and password you established during registration.

NetDiligence® is a leading cyber security and e-risk assessment services company.
For more information, visit www.NetDiligence.com.

311 South Wacker Drive, Suite 3600 | Chicago, IL 60606 | PHONE (312) 553-4413 | www.vela-ins.com

Underwriting Manager for Gemini Insurance Company

Policy Number: VCPL063294
Insured Name:KAREN F KURTZ
Number: 6

VP 03 08 07 13

Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - EXCLUSION A

In consideration of the premium charged, it is hereby understood and agreed that **Section IV.EXCLUSIONS, Paragraph A.** shall be deleted in its entirety and replaced with the following:

IV. EXCLUSIONS

This Policy does not apply to any **Claim** or **Claim Expenses Arising Out Of** any actual or alleged:

- A. Criminal, fraudulent, dishonest, malicious, or knowingly wrongful act or omission committed by or with the knowledge of any **Insured**. Notwithstanding the foregoing, the **Company** will provide a defense for any **Suit** asserting any such **Claim**, which is otherwise covered by this Policy, until there is an admission, judgment, or adjudication, by or against any **Insured**, that such conduct occurred. The **Company** also agrees that such insurance as would otherwise be afforded under this Policy shall be applicable to any **Insured** who is a natural person, other than the **Named Insured**, who did not participate or acquiesce in, or remain passive after having knowledge of such conduct.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

Policy: VCPL063294
Insured Name: KAREN F KURTZ
Number: 7

VP 05 35 08 13

Effective Date: 02/07/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – CANCELLATION/NON-RENEWAL -
MINIMUM EARNED PREMIUM**

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Paragraph C) of Section **X. Cancellation/Non-Renewal** is deleted and replaced by the following:

- C) If this policy is cancelled, the **Company** will send the first **Named Insured** any premium refund. If the **Named Insured** cancels, the refund may be less than pro-rata. If the **Company** cancels, the refund will be pro rata. However, in no event shall the **Company** retain less than 25% of the Total Premium shown in the Declarations. The cancellation will be effective even if the **Company** has not made or offered a refund.