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NMSA ANNUAL BOD and MEMBERS MEETING

Meeting Minutes

WEFTEC, New Orleans, LA

Morial Convention Center

October 3, 2018

Rm 283-285

8:00 am to 9:45 am

I. Welcome and Introductions

Present in the room were:

Scott Taylor, Chair

Randy Neprash, Vice Chair

Seth Brown, Treasurer

Randy Bartlett, VAMSA

Geoff Brosseau, CASQA

Brian Currier, CASQA

Jessie Maines VAMSA

Present on the phone were:

Lori Gates, IAFSM

Pat Sauer, ISEP

Nate Hartman, NSA

Elizabeth King, KSA

A simple majority quorum of members was present.

II. 2019 Project Planning

i. USEPA Grant

NMSA has received a \$100,000 grant from the USEPA to support stormwater program advocacy and outreach, and public private partnerships for stormwater among other items. The period of the grant is for one year. The final deliverable is a report outlining activities funded under the grant.

As a part of the grant, NMSA will be contracting for services with private consultants to complete individual tasks. The members reviewed a draft policy on contracting (attached to these notes). Several members noted in the future it would be good to have items such as these reviewed by an attorney. S. Taylor to identify an attorney for use in the future for such items. Modifications were

recommended by Lori Gates, consisting of modifying the 'Reviews' and 'Out-Year' section since we don't have a management contract or conferences. Following discussion, a motion to approve the revised Policy was made by Randy Bartlett and seconded by Geoff Brosseau. The motion carried unanimously.

ii. State of Stormwater Report

S. Taylor reviewed the NMSA State of Stormwater Report, which was published in June. The Report received good feedback and is posted on the NMSA website. L. Gates noted that it would be good to get the format and questions for the Report earlier this year, so that members had time to solicit input from their respective organizations. An updated template for the Report will be forwarded in January 2019 for use. The Board agreed to keep questions consistent next year, put the template out at the first of the year, and make sure each state completes the average water quality grade (scale 1-5).

iii. ASCE Report Card

S. Brown reviewed the ASCE infrastructure report card initiative. NMSA is supporting ASCE to get a Stormwater category on state and the national infrastructure report cards. Several states current have Stormwater as a category on their cards, but it is absent in most states, and missing from the national report card. NMSA members were encouraged to support Stormwater as a category on their respective state report cards. The next publication of the National Report Card will be in 2021. ASCE needs national data to support the publication. NMSA leadership to continue coordination with ASCE leadership on this issue.

iv. Stormwater Ask Document

S. Brown reviewed the 'Ask' document that was prepared jointly by WEF and NMSA for Water Week this year. The document was very successful, supporting a provision in the 2018 WRDA bill requiring the EPA to convene a Task Force to study funding of MS4 programs. NMSA will work with WEF to develop an updated Ask document for Water Week in 2019. Members commented that TMDLs for bacteria that name MS4s may be an appropriate issue for the 2019 Document.

v. Bacteria Web Resource Archive

R. Neprash described the development of a proposed web resource listing information regarding bacteria TMDLs, mitigation programs and related information. Minnesota will be preparing information on this issue and is looking for a long-term host/web presence. It was agreed that NMSA could host the information on its website. Bacteria TMDLs are an issue in Virginia, Indiana, Nebraska and California. May be a potential issue in Iowa. Members thought

this issue may be appropriate for national messaging and/or outreach, and also a good talking point with EPA.

III. USEPA Engagement

- i. S. Taylor indicated that NMSA will be holding a meeting with USEPA in January to discuss MS4 issues of national importance. This meeting is held every year between NMSA leadership and EPA. Members were solicited for potential topics for this meeting, the following were suggested:
 1. Bacteria TMDLs (R. Bartlett)
 2. Watershed based MS4 Permits. What is the status. Are they successful and what has been learned? (P. Sauer)
 3. Clear, specific and measurable permit requirements. Will there be EPA guidance, a template? Invite Greg Schaner to the meeting (R. Neprash).
 4. Program audits – what is EPA planning for MS4 audits over the next few years (R. Bartlett).

IV. Membership and Treasurer's Report (9:25am)

- a. S. Brown gave the NMSA treasurer's report. Currently NMSA has \$11,064.95 on account, with \$2,530 in outstanding invoices (liabilities) for a net asset value of \$8,643.45. S. Brown indicated he will improve the invoicing and payables records on behalf of NMSA.
- b. S. Taylor led a discussion on member recruitment. It was suggested that the member value sheet be updated and posted on the web site. S. Taylor to make this update. It was also suggested that the website be updated to show how many MS4 programs NMSA represents. S. Brown to complete this task. Finally, it was suggested that the newsletter contain a link to Affiliate members websites. S. Taylor to make this change for the next newsletter.

V. Public Meeting and Discussion (9:30am)

- a. S. Taylor reviewed the meeting agenda for the public portion of the meeting.

VI. BOD Insurance Quote (9:40am)

- a. S. Taylor indicated that 3 options for Directors and Officers insurance were received. The Members reviewed the various options and settled on Option A (See attached options for reference). A motion was presented to approved Option A by Randy Neprash and seconded by Pat Sauer. The motion passed unanimously.
- b. Geoff B. noted that CASQA also carries general commercial liability, something NMSA may want to consider if it starts holding public conferences.
- c. Nate H. recommended that in the future, these types of items be reviewed by an attorney prior to a BOD vote.



The meeting was adjourned at 9:55am CDT.

Policy and Procedure

Title: Consultant Selection and Contracting

Selection

NMSA follows these guidelines in deciding upon and implementing a selection process for hiring consultants to conduct NMSA projects. In general, NMSA strives to select the best-qualified consultants through the least expensive and time-consuming processes possible. The type of selection process chosen should be appropriate to the size, scope, and schedule of the project.

Selection group – Upon approval of a scope of work and budget, the Board of Directors or Chair will designate a group to oversee the development of a recommendation for selection of a consultant. The selection group will follow the contractor selection process listed in a Board of Directors-approved Project Proposal or Project Profile. In some cases, under the Chair Discretion process, the designation of a selection group will not be necessary. Ultimately, except for the Chair Discretion process, the Board of Directors is solely responsible for making selection decisions.

Before starting a selection process:

- consultants, who are interested in bidding on the work, must recuse themselves from participating on NMSA's behalf in the process,
- selection group members must sign a confidentiality / conflict of interest form (see attachment), and
- the consultant selection process must be chosen.

Processes – Generally, there are six processes to choose from: Chair Discretion, Sole Source, Directed Search, Request for Qualifications (RFQ), Request for Proposals (RFP), and Interviews. The Chair Discretion and Sole Source processes represent complete selection processes. Directed Search, RFQs, RFPs, and Interviews may also be used separately and represent complete selection processes, or they may be used together in any combination in a sequential selection process.

- Conditions – In general, each process is appropriate to use under the following conditions:
 - Chair Discretion
 - Expenditures up to \$5,000
- Sole Source – Consultant recommended based on discussion of selection group
 - Need to conduct work sooner than possible using other processes
 - Recommended consultant provides unique qualifications and experience
 - Approval of Board of Directors
- Directed Search – After there is no response to a RFQ or RFP
 - Based on the information in the RFQ or RFP, poll the Board of Directors and potentially the EPC for potential candidate consultants
 - Create a list of potential candidate consultants with as many listed as identified via the polling process
 - Invite the potential candidate consultants to respond to the RFQ or RFP
 - Receive one or more proposals from candidate consultants
 - Follow the regular selection process to identify and select a consultant
- RFQ – Consultants provide Statement of Qualifications (SOQ) in response to a RFQ:
 - to identify consultants with the appropriate qualifications and experience

- to screen a larger group of consultants down to a smaller group with the most appropriate qualifications and experience
- RFP – Consultants provide proposals in response to a RFP:
 - to receive more detailed and specific information from consultants regarding their approach and plan for a NMSA project than provided in a SOQ
 - to receive budget proposals
- Interviews – Consultants make presentations and are interviewed:
 - to interact face-to-face with consultants
 - to ask questions and receive verbal answers
- Response – To maximize the response to a RFQ or RFP the following tasks should be conducted (by the indicated entity) whenever deemed necessary by the appropriate group (i.e., Board of Directors, Committee, Subcommittee, selection group) or Chair:
 - Bundling related, small budget projects into one larger budget project (Board of Directors, Committee, or Subcommittee)
 - Disseminating the RFQ or RFP to broader audiences, and ones that may include disciplines not typically, or directly related to NMSA and stormwater (Chair)
 - Increasing the awareness of the opportunities by posting the annual list of approved projects (Chair)
 - Publishing stories in the Bi-Weekly and posting information on the website about the annual work plan, projects, and Subcommittees' business (Chair, Committee, or Subcommittee)
 - Proactively alerting Board of Directors, EPC, and Subcommittees of solicitations (Executive Director)
 - Encouraging Committee and Subcommittee members to apply (Committee and Subcommittee Chairs)
 - Providing feedback to unsuccessful respondents regarding their submittals and performances (Chair)
 - Interviewing non-respondent firms to find out if there were reasons that could be addressed (Chair)

In keeping with NMSA's goal, the selection group should choose the process or combination of processes that identifies the best-qualified consultant in the least amount of time and expense to NMSA.

- Procedure – In general, the following procedure should be followed:
 - Selection group chooses appropriate selection process or combination of processes
 - Selection group uses process or combination of processes to identify and recommend the consultant with the highest qualifications and experience
 - Selection group identifies the scope of work and commensurate contract term
 - For the Sole Source/RFQ/RFP/Interview processes, the Board of Directors reviews recommendation and votes on selection. The Board of Directors has the power to reject a proposed subconsultant.
 - Board of Directors designates NMSA representative to negotiate on its behalf
 - Contracts, Addenda, or Work Orders for which substantive changes in the standard language are requested by the consultant are brought back to the Board of Directors for review and approval
 - Contracts or Addenda for more than \$25,000 are brought back to the Board of Directors for review and approval
 - Contracts, Addenda, or Work Orders in which the consultant requests increase in budget or scope beyond that already approved by the Board of Directors are brought back to the Board of Directors for

review and approval

Schedule – Time-allowing, the following time periods should be provided in a selection process:

- Release of RFQ or RFP to submittal deadline – 30 days
- SOQ or proposal review time – 15 days
- Notice of Interview to interview – 15 days
- Recommendation – As soon as possible after review time or interviews concluded
- Selection – As soon as possible via communication with the Board of Directors

Contracting for Services

Compliance with Bylaws:

Any action to enter into a contract on behalf of NMSA must be in compliance with appropriate Bylaws sections.

The following may enter into the following types of contracts or other agreements on behalf of NMSA:

- Contractual, including On-Call contracts either:
 - Chair of the Board of Directors
 - Vice-Chair of the Board of Directors
- Minor services, including Task Orders either:
 - Chair of the Board of Directors
 - Vice-Chair of the Board of Directors

Terms and Re-solicitation:

The maximum term of a contract, consecutive contracts, plus any addenda extending the term is 5 years. A contract or consecutive contracts that reaches its maximum term will be re-solicited if NMSA continues to desire the services be provided. The Board of Directors may extend a contract or consecutive contracts for a defined period of time beyond the 5-year limitation under certain conditions or because of overriding considerations. When taking such an action, the Board of Directors shall state the defined period of time and the conditions or overriding considerations. Examples of conditions or overriding considerations include but are not limited to:

- Contract is for administrative, legal, or management services integral to the operation of NMSA.
- Contract is for services that support or are a part of a partnership between NMSA and the contractor.
- Contract is for services that support or are a part of a grant project in which both NMSA and the contractor are parties.

Oversight:

For every contract entered into by NMSA, a contract officer must be assigned. The contract officer is the chair of the NMSA standing or ad hoc committee, charged with helping to oversee the project. The contract officer may also be the project officer, who is responsible for day-to-day oversight of the project or services being provided. The contract officer should work with the NMSA project officer (if different than contract officer) to develop agreed-to scopes and task orders. The contract officer is responsible for representing NMSA's interests, ensuring that contract provisions are adhered to, including the language requiring consultant notification of NMSA when contract budgets are significantly expended, and for invoice review and forwarding to the NMSA Treasurer (with copies to the Chair) for final approval/payment.

The focus of the contract officer is the contract and budget; the focus of the project officer is the scope of work.

Independent Consultants:

Individuals or organizations under contract to NMSA are considered independent consultants and not



employees or agents of NMSA in performing the services for which the contracts are entered. Therefore, nothing in the contracts shall be interpreted or construed in any way as creating or establishing an employment relationship between NMSA and the consultants or any employee or agent of the consultants. Payment for services under contracts to NMSA are not to be construed as an indication or proof that individuals or organizations receiving the payments are employees or agents of NMSA for insurance, benefits, payroll, state or federal tax purposes, or for any other purpose.

Insurance:

All contracts between NMSA and a consultant must include the standard insurance language contained in the current contract template.

Templates

As applicable, selection groups should use the following NMSA standard templates that include boilerplate text and a standard format:

- RFQ / RFP
- Evaluation form
- Follow-up letters for selected and not selected consultants
- Contract language
- Contract amendment



September 6, 2018

Andrew Carr
INSURANCE INTERMEDIARIES
280 N HIGH ST STE 300
COLUMBUS, OH 43215

RE: Insured Name: NATIONAL MUNICIPAL STORMWATER ALLIANCE
107 SOUTH WEST STREET, SUITE 405
ALEXANDRIA, VA 22314

Expiring Policy Number: N/A

Policy Period: September 6, 2018 to September 6, 2019

Dear Andrew Carr:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online[®], the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of May 2014, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

LIABILITY COVERAGES:

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
Non-Profit D&O	\$1,000,000	N/A	\$0 (A) \$0 (B) \$0 (C)	Inception	Inception
EPL	\$1,000,000	N/A	\$0 (A)	Inception	Inception
EPL - Third Party Claim Coverage (Part of EPL Limit)	\$1,000,000	N/A	\$0 (B)	Inception	Inception

TOTAL ANNUAL PREMIUM - \$1,126.00

(Other term options listed below, if available)

COVERAGE DETAILS:

Supplemental Personal Indemnification Coverage: \$500,000

for all Non-Profit Organization Directors and Officers Liability **Claims**

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES (subject to LIA-3001):

\$1,000,000 for all **Claims** under the following **Liability Coverages** that are (subject to the Terms & Conditions in LIA-3001)

Non-Profit Organization Directors and Officers Liability
 Employment Practices Liability

If any of the **Liability Coverages** (subject to LIA-3001) selected within the **Liability Coverage Shared Limit of Liability** section are also listed within the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** section, then the **Liability Coverage Shared Limit of Liability** is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:

N/A for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

N/A

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed within the **Shared Limit of Liability/Limit of Insurance Scheduled Coverages** section, will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: 75%
 Additional Months: 12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

ANNUAL REINSTATEMENT:

Liability Coverage Limit of Liability: N/A

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$1,126.00	\$0.00	\$0.00	\$1,126.00	\$1,126.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

ACF-2001-0716 Modular Declarations Page
EPL-3001-0109 Employment Practices Liability Policy
NDO-3001-0109 Non Profit Organization Directors and Officers Liability Policy

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

ACF-18002-0214 Virginia Cancellation and Nonrenewal Endorsement
ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811 Cross-Coverage Notice Endorsement
AFE-19004-0115 Cap on Losses From Certified Acts of Terrorism Endorsement
AFE-19008-0115 Federal Terrorism Risk Insurance Act Disclosure
EPL-10004-0111 Amend Prior and Pending Exclusion Endorsement
EPL-19007-0712 Section 510 of Erisa Endorsement
EPL-19020-0712 Employment-Related Disparagement and False Imprisonment Endorsement
EPL-19050-0316 Workplace Violence Expenses Endorsement
EPL-19057-0517 Amend Wrongful Employment Practice Definition Endorsement
EPL-19058-0517 Amend Wrongful Act Definition Endorsement
EPL-19059-0517 Amend Definition Of Employee Endorsement
EPL-19060-0517 Amend Definition Of Workplace Harassment Endorsement
EPL-4012-0109 Virginia Changes Endorsement
EPL-7060-0109 Wage and Hour Law Defense Expenses Limit of Liability Endorsement
EPL-7062-0109 Employment Network and Information Security Offense Coverage Endorsement
EPL-7110-0109 Outside Entity To Include Any Non-Profit Entity Endorsement
LIA-10001-0610 Settlement Condition Endorsement
LIA-19002-1111 Advancement of the Retention Endorsement
LIA-19030-0712 Non-Rescindability and Non-Imputation Endorsement
LIA-19097-0315 Global Coverage Compliance Endorsement
LIA-19109-0415 Amend Change of Control and Extended Reporting Period Conditions Endorsement
LIA-19137-0517 Automatic Coverage for All Formed Subsidiaries and Acquired Subsidiaries with Assets not Exceeding 35% Endorsement

LIA-3001-0109 Liability Coverage Terms and Conditions
LIA-4029-0517 Virginia Changes Endorsement
LIA-7021-0109 Scheduled Broad Professional Services Exclusion Endorsement
LIA-7115-0911 Amend Definition of Subsidiary Endorsement
LIA-7116-0109 Amend Insured's Duties In Event of a Claim Condition Endorsement -- Replace Executive Officer Designation

LIA-7184-0109 Addition of Governmental Claims Exclusion Endorsement
NDO-19001-0512 Amend Definition of Outside Entity Endorsement
NDO-19005-0216 Extradition Coverage Endorsement
NDO-19006-1112 Bankruptcy And Whistlerblower Carvebacks Endorsement

NDO-19009-0713	Amend Section III. Exclusions B. 1. Final Non-Appealable in Any Proceeding Other Than A Proceeding Initiated By The Company
NDO-19016-0517	Amend Definition of Insured Person to Include Advisory Board Members Endorsement
NDO-19017-0517	Amend Loss Definition to Include Coverage Carvebacks for Liquidated Damages under the Age Discrimination in Employment, Equal Pay, and Family Medical Leave Acts, and Civil Penalties under the Foreign Corrupt Practices Act Endorsement
NDO-7003-0109	Absolute Bodily Injury Exclusion Endorsement
NDO-7017VA-1109	Crisis Management Coverage Endorsement
NDO-7019-0109	Supplemental Personal Indemnification Coverage Endorsement
NDO-7025-0109	Amend Definition of Wrongful Act, Property Damage, and Personal Injury Exclusion (Broad) Endorsement
NDO-7026-0611	Public Officials Endorsement
NDO-7050-0109	Network and Information Security Offense Coverage With Additional Expense Limit of Liability For Crisis Management Event Expenses

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Updated new business application

Travelers Casualty and Surety Company of America
QUOTE OPTION #2

LIABILITY COVERAGES:

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
Non-Profit D&O	\$1,000,000	N/A	\$0 (A) \$0 (B) \$0 (C)	Inception	Inception
EPL	\$1,000,000	N/A	\$0 (A)	Inception	Inception
EPL - Third Party Claim Coverage (Part of EPL Limit)	\$1,000,000	N/A	\$0 (B)	Inception	Inception

TOTAL ANNUAL PREMIUM - \$1,173.00

(Other term options listed below, if available)

COVERAGE DETAILS:

Supplemental Personal Indemnification Coverage: \$500,000

for all Non-Profit Organization Directors and Officers Liability **Claims**

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: 75%
 Additional Months: 12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: N/A
 Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

ANNUAL REINSTATEMENT:

Liability Coverage Limit of Liability: N/A

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$1,173.00	\$0.00	\$0.00	\$1,173.00	\$1,173.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

ACF-2001-0716 Modular Declarations Page
 EPL-3001-0109 Employment Practices Liability Policy
 NDO-3001-0109 Non Profit Organization Directors and Officers Liability Policy

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

ACF-18002-0214	Virginia Cancellation and Nonrenewal Endorsement
ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811	Cross-Coverage Notice Endorsement
AFE-19004-0115	Cap on Losses From Certified Acts of Terrorism Endorsement
AFE-19008-0115	Federal Terrorism Risk Insurance Act Disclosure
EPL-10004-0111	Amend Prior and Pending Exclusion Endorsement
EPL-19007-0712	Section 510 of Erisa Endorsement
EPL-19020-0712	Employment-Related Disparagement and False Imprisonment Endorsement
EPL-19050-0316	Workplace Violence Expenses Endorsement
EPL-19057-0517	Amend Wrongful Employment Practice Definition Endorsement
EPL-19058-0517	Amend Wrongful Act Definition Endorsement
EPL-19059-0517	Amend Definition Of Employee Endorsement
EPL-19060-0517	Amend Definition Of Workplace Harassment Endorsement
EPL-4012-0109	Virginia Changes Endorsement
EPL-7060-0109	Wage and Hour Law Defense Expenses Limit of Liability Endorsement
EPL-7062-0109	Employment Network and Information Security Offense Coverage Endorsement
EPL-7110-0109	Outside Entity To Include Any Non-Profit Entity Endorsement
LIA-10001-0610	Settlement Condition Endorsement
LIA-19002-1111	Advancement of the Retention Endorsement
LIA-19030-0712	Non-Rescindability and Non-Imputation Endorsement
LIA-19097-0315	Global Coverage Compliance Endorsement
LIA-19109-0415	Amend Change of Control and Extended Reporting Period Conditions Endorsement
LIA-19137-0517	Automatic Coverage for All Formed Subsidiaries and Acquired Subsidiaries with Assets not Exceeding 35% Endorsement
LIA-3001-0109	Liability Coverage Terms and Conditions
LIA-4029-0517	Virginia Changes Endorsement
LIA-7021-0109	Scheduled Broad Professional Services Exclusion Endorsement
LIA-7115-0911	Amend Definition of Subsidiary Endorsement
LIA-7116-0109	Amend Insured's Duties In Event of a Claim Condition Endorsement -- Replace Executive Officer Designation
LIA-7184-0109	Addition of Governmental Claims Exclusion Endorsement
NDO-19001-0512	Amend Definition of Outside Entity Endorsement
NDO-19005-0216	Extradition Coverage Endorsement
NDO-19006-1112	Bankruptcy And Whistleblower Carvebacks Endorsement
NDO-19009-0713	Amend Section III. Exclusions B. 1. Final Non-Appealable in Any Proceeding Other Than A Proceeding Initiated By The Company
NDO-19016-0517	Amend Definition of Insured Person to Include Advisory Board Members Endorsement
NDO-19017-0517	Amend Loss Definition to Include Coverage Carvebacks for Liquidated Damages under the Age Discrimination in Employment, Equal Pay, and Family Medical Leave Acts, and Civil Penalties under the Foreign Corrupt Practices Act Endorsement
NDO-7003-0109	Absolute Bodily Injury Exclusion Endorsement
NDO-7017VA-1109	Crisis Management Coverage Endorsement
NDO-7019-0109	Supplemental Personal Indemnification Coverage Endorsement
NDO-7025-0109	Amend Definition of Wrongful Act, Property Damage, and Personal Injury Exclusion (Broad) Endorsement
NDO-7026-0611	Public Officials Endorsement
NDO-7050-0109	Network and Information Security Offense Coverage With Additional Expense Limit of Liability For Crisis Management Event Expenses

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Updated new business application

Travelers Casualty and Surety Company of America
QUOTE OPTION #3

LIABILITY COVERAGES:

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
Non-Profit D&O	\$1,000,000	N/A	\$0 (A) \$0 (B) \$0 (C)	Inception	Inception

TOTAL ANNUAL PREMIUM - \$765.00

(Other term options listed below, if available)

COVERAGE DETAILS:

Supplemental Personal Indemnification Coverage: \$500,000

for all Non-Profit Organization Directors and Officers Liability **Claims**

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: 75%
 Additional Months: 12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: N/A
 Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

ANNUAL REINSTATEMENT:

Liability Coverage Limit of Liability: N/A

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$765.00	\$0.00	\$0.00	\$765.00	\$765.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 3:

NDO-2001-0109 Non Profit Organization Directors and Officers Liability Declarations Page
 NDO-3001-0109 Non Profit Organization Directors and Officers Liability Policy

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 3:

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
 AFE-19004-0115 Cap on Losses From Certified Acts of Terrorism Endorsement
 AFE-19008-0115 Federal Terrorism Risk Insurance Act Disclosure
 LIA-10001-0610 Settlement Condition Endorsement
 LIA-19030-0712 Non-Rescindability and Non-Imputation Endorsement

LIA-19097-0315	Global Coverage Compliance Endorsement
LIA-19109-0415	Amend Change of Control and Extended Reporting Period Conditions Endorsement
LIA-19137-0517	Automatic Coverage for All Formed Subsidiaries and Acquired Subsidiaries with Assets not Exceeding 35% Endorsement
LIA-3001-0109	Liability Coverage Terms and Conditions
LIA-4029-0517	Virginia Changes Endorsement
LIA-5044-0208	Virginia Cancellation and Nonrenewal Endorsement
LIA-7021-0109	Scheduled Broad Professional Services Exclusion Endorsement
LIA-7115-0911	Amend Definition of Subsidiary Endorsement
LIA-7116-0109	Amend Insured's Duties In Event of a Claim Condition Endorsement -- Replace Executive Officer Designation
LIA-7184-0109	Addition of Governmental Claims Exclusion Endorsement
NDO-19001-0512	Amend Definition of Outside Entity Endorsement
NDO-19005-0216	Extradition Coverage Endorsement
NDO-19006-1112	Bankruptcy And Whistleblower Carvebacks Endorsement
NDO-19009-0713	Amend Section III. Exclusions B. 1. Final Non-Appealable in Any Proceeding Other Than A Proceeding Initiated By The Company
NDO-19016-0517	Amend Definition of Insured Person to Include Advisory Board Members Endorsement
NDO-19017-0517	Amend Loss Definition to Include Coverage Carvebacks for Liquidated Damages under the Age Discrimination in Employment, Equal Pay, and Family Medical Leave Acts, and Civil Penalties under the Foreign Corrupt Practices Act Endorsement
NDO-7003-0109	Absolute Bodily Injury Exclusion Endorsement
NDO-7017VA-1109	Crisis Management Coverage Endorsement
NDO-7018-0109	Delete Coverage for Employment Related Wrongful Acts Endorsement
NDO-7019-0109	Supplemental Personal Indemnification Coverage Endorsement
NDO-7025-0109	Amend Definition of Wrongful Act, Property Damage, and Personal Injury Exclusion (Broad) Endorsement
NDO-7026-0611	Public Officials Endorsement
NDO-7050-0109	Network and Information Security Offense Coverage With Additional Expense Limit of Liability For Crisis Management Event Expenses

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 3:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Updated new business application

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found at <http://www.travelers.com/business-insurance/management-professional-liability/private-non-profit/index.aspx>