

COMMISSIONERS APPROVAL

BURROWS 

FOSS 

CHILCOTT 

IMAN 

STOLTZ 

Members Present.....Commissioner Jeff Burrows, Commissioner Suzy Foss, Commissioner J.R. Iman and Commissioner Ron Stoltz

Date.....May 21, 2013

► Minutes: Glenda Wiles

► Commissioner Greg Chilcott was travelling to Flagstaff, Arizona for a NACo Public lands Steering Committee meeting.

► The Board met at 9:00 a.m. with Clerk & Recorder Regina Plettenberg to renew the contract for the Superintendent of Schools and the MOU with the State of Montana for Cooperative Purchasing in the Clerk & Recorder.

- School Superintendent Contract: Regina indicated this is a renewal contract for two-years at the same contract price with Mike Williams. **Commissioner Iman made a motion to approve this contract. Commissioner Stoltz seconded the motion and all voted "aye". (4-0)**
- Memorandum of Understanding with State of Montana for credit card usage and charging: Regina explained she has been utilizing the credit card payment machine for the past two years. Other offices such as Justice Court and Treasurer utilize the machine as well, however no agreement for that service has ever been approved. This MOU will be that formal agreement. **Commissioner Foss made a motion to have the Chair sign this agreement. Commissioner Iman seconded the motion and all voted "aye". (4-0)**

► The Board met at 9:15 a.m. for various administrative matters as follows:

- Commercial Lease for Jack Vallance: Present was Airport Manager Page Gough who gave a brief history of payments by Jack Vallance as well as Commissioner legal action against Jack Vallance for storing a trailer at the airport. The cost for commercial hangar lease is an extra \$150.00 per year and is at the request of Mr. Vallance due to his mechanic services at the airport. **Commissioner Stoltz made a motion to charge Jack Vallance the commercial lease with payment being made up front. Commissioner Iman seconded the motion and all voted "aye". (4-0)**

Public Comment: Chris Hockman asked what costs the county incurred due to the recent helicopter crash. Page indicated there was no county damage or cost incurred, just damage to the privately owned helicopter.

- Sunnyside Cemetery Board appointments: The Cemetery Association asked that three positions be filled with an ending date of April 30, 2016. **Commissioner Stoltz made a motion to appoint Mary Lou Nelson, Dollie Griffin and T.C. Richardson. Commissioner Iman seconded the motion and all voted "aye". (4-0)**
- DPHS WIC Contract Amendment for Task Order #14-07-5-21-086-0. This amendment allows WIC Clients the ability to purchase items at the Farmers Market. **Commissioner Iman made a motion to have the chair sign this amendment. Commissioner Foss seconded the motion and all voted "aye". (4-0)**
- Commissioner Reports: Commissioner Stoltz reported on the incident report policy and speed ordinance which will be placed on the Commissioners calendar next week. Commissioner Iman reported on the water/pump issues in Stevensville for the highway medium; installation of counter tops at Westhouse Mental Health facility which will be paid for by Western Montana Mental Health. Commissioner Foss gave a report on the Economic Seminar she attended, the CDC and W. Montana Mental Health Meeting as well as the Rocky Mountain Lab meeting. Commissioner Burrows update the Commissioners on the Request for Proposal on paving he is developing for Store Lane; the MRL letter that is on the calendar for Thursday; the meeting he attended in Darby for the 2013 Pre-season Wildfire issue; the meeting with the Insurance Agent of Record he attended regarding ratings for MOD factors (injuries etc.) as well as the upcoming negotiations for the Civil Engineer.

► Public Comments otherwise not on the agenda: Chris Hockman asked about the email he recently sent asking the Commissioners what their plans are for resurfacing certain roads. Commissioner Stoltz indicated he would send Chris a priority list for the upcoming road work.

► At 10:15 a.m. the Board held an update with Human Resource Director Robert Jenni. Employee Action Forms were addressed.

► At 10:45 a.m. the Board met with Treasurer Marie Keeton for an update. (See attached).

► At 11:30 a.m. the Board met with MACo Trust Administrator Greg Jackson and Insurance Agent of Record Fred Thomas to renew the MACo/JPIA Insurance for Ravalli County. It was determined more information was necessary prior to the renewal approval by the Commissioners.

► At 2:00 p.m. the Board met with DNRC Fire Program Manager, Mike Kopitzke regarding the Co-Op Fire Program and the County's requirement to provide Worker's Compensation. (See attached letter). Present were All Valley Fire Council Chief Jim Knapp, Hamilton Fire Chief Brad Mohn, and Human Resource Director Robert Jenni. Mike stated if the county does not provide this insurance, DNRC can remove co-op engines located in Victor, West Fork, Etna and Sula. Those engines could then be placed in another fire house, so ultimately they are not removed from the county. Mike noted the county could receive a certificate of insurance from

each district which would suffice for the DNR's requirement of coverage. It was believed the only fire districts that might not have workers compensation insurance is Sula and Painted Rocks. Due to a All Valley Fire Council meeting tonight, it was agreed to check with all districts in order to ascertain if they have the insurance.

Notaro request for tax revision. Is the board responding to his request, or are you deferring to DOR?

We are issuing 2 tax deeds to International Paper Co on property formerly held by Darby Lumber this week. (FYI)

New cash balance procedures are in place to conform more closely to auditors needs, and to better integrate with reports in our software. This type of balancing procedure was developed by the former Lake Co Treasurer and Black Mountain Software, and, as I understand, is used by many of the counties on Black Mountain.

Although, these new procedures involve a bit more time on a daily basis to complete, they will make the month end procedures take even less time than what I had been spending on them, should be more reliable, and are simpler--more like balancing a checkbook. It is also possible to easily see all the cash and receipts on a daily basis.



MACo JPIA/JPA 2013-2014
RENEWAL MEETING

AGENDA - *May 21st*

A) JPIA Property & Liability

1. 2013 – 2014 Renewal by Cost Center Compared to 2012 – 2013
 - Liability Loss Fund including 5 year average loss ratio adjustment
 - Property Loss Fund including 5 year average loss ratio adjustment for APD
 - Liability Premium (Bond)
 - Liability Reinsurance Premium (BRIT)
 - Property Excess
 - Administrative Costs
2. Loss Control Credits/Criteria
3. Cyber Liability Update
4. Loss Control Plans
 - Jails – Training & Jail Standards
 - Training – Action Plans
5. Other Business

JPIA



**LIABILITY AND PROPERTY LOSS RATIO
BY YEAR AS OF 12/31/2012**

Ravalli County

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	TOTAL
Incurred Liability Loss (less Deductibles)	\$218,168	\$452,759	\$62,790	\$44,002	\$59,554	\$837,273
Liability Premium	\$128,545	\$133,739	\$143,194	\$176,891	\$175,552	\$757,921
Liability Loss Ratio	170%	339%	44%	25%	34%	110%
Incurred Property Loss	\$39,488	\$48,774	\$34,385	\$23,325	\$55,456	\$201,428
Property Premium (1)	\$33,609	\$35,918	\$48,771	\$59,019	\$65,768	\$243,085
Property Loss Ratio	117%	136%	71%	40%	84%	83%

(1) Includes both Property Excess Premium and Property Loss fund assesment

RAVALLI COUNTY

	2012-2013	2013-2014 (Preliminary) %±
LLF	\$ 164,596	\$ 179,574
PLF	\$ 21,059	\$ 26,487
LP	\$ 7,681	\$ 7,681
BRIT	\$ 24,139	\$ 24,139
PP	\$ 48,923	\$ 50,861
ADM	<u>\$ 49,414</u>	<u>\$ 58,615</u>
TOTAL	<u>\$ 315,812</u>	<u>\$ 347,357 (+9.1%)</u>

2013-2014 Loss Ratio Adjustment Included in LLF \$ +8230 (+5%)

2013-2014 Loss Ratio Adjustment Included in PLF-APD \$ +2868 (+5%)

- LLF = Liability Loss Fund
- PLF = Property Loss Fund
- LP = Liability Premium (Bond)
- BRIT = Reinsurance Premium (x of \$500,000/occurrence)
- ¹ PP = Property Excess Premium
- ² ADM = Administrative Costs

1.) **Property Excess** includes Property Excess (Hartford), Fidelity & Crime (Travelers) and Boiler & Machinery (Hartford). Also, the property excess premium is an estimate due to finalization of additional premium for appraised locations.

2.) **Administrative Costs** include agent commission, claims fee and operational fees.

2012-2013 Training Criteria-Qualifying for Loss Control Credits

MACo JPIA Regional Training

Michele Puiggari, Personnel Consultant, will be presenting topics pertaining to Medical Issues, Supervisor Liability: Terminations and Discrimination. These trainings qualify for loss control credits. All trainings are scheduled for 9:00 am – 4:30 pm on their respective days:

- January 10, 2013 - Polson
- January 29, 2013 - Great Falls
- January 30, 2013 - Havre
- March 26, 2013 - Glasgow
- March 27, 2013 - Miles City
- March 28, 2013 - Billings
- March 29, 2013 - Butte

Montana Association of County Road Supervisors, MACRS Conference

March 25-March 28, 2013 Best Western Heritage Inn Great Falls

Montana Sheriff and Peace Officers Association, MSPOA Conference

June 11- June 14, 2013 Butte Copper Inn

JPA

JPA Workers' Compensation Safety Loss Control Credit Criteria

Member County	MT Safety Fest Attendance	Implem.of the On Track Safety Program and Action Plan	Viable Safety Committee	Safety Training Sessions	Experience Modification Factor	Total	%
Beaverhead							
Big Horn							
Blaine							
Broadwater							
Carbon							
Carter							
Chouteau							
Daniels							
Dawson							
Fergus							
Gallatin							
Garfield							
Glacier							
Golden Valley							
Granite							
Hill							
Jefferson							
Judith Basin							
Lake							
Lewis & Clark							
Liberty							
Lincoln							
Madison							
McCone							
Meagher							
Mineral							
Musselshell							

Exhibit I

**MONTANA ASSOCIATION OF COUNTIES
WORKERS COMPENSATION TRUST**

INDICATED RATES FOR 7/1/13-14

Class Code	Estimated 7/1/13-14 Payroll (100)	Current 7/1/12-13 Manual Rate	Indicated Undisc. 7/1/13-14 Rate ¹	Indicated Undisc. Change ¹	Indicated Discounted 7/1/13-14 Rate	Indicated Discounted Change
7420	\$ 0	\$22.48	\$21.91	- 3.1%	\$19.60	- 12.8%
7704	2,635	12.98	12.03	- 7.9%	10.76	- 17.1%
7720	410,431	4.13	4.21	+ 1.4%	3.77	- 8.7%
8743	536,816	0.99	0.80	- 20.0%	0.71	- 28.0%
8810	284,334	1.28	1.23	- 4.4%	1.10	- 14.0%
8824	35,762	20.66	21.37	+ 2.8%	19.11	- 7.5%
9016	5,603	5.43	6.11	+ 11.9%	5.47	+ 0.7%
9040	13,776	17.33	18.43	+ 5.7%	16.48	- 4.9%
9410	188,502	5.70	5.96	+ 3.9%	5.33	- 6.5%
9420	328,501	7.31	7.29	- 0.9%	6.52	- 10.8%
Total	\$1,806,360					
All Classes Combined:		\$ 3.94	\$ 3.94	- 0.4% ²	\$ 3.53	- 10.3% ²

¹ From Section B of Table 10.

² See Table 5.

DRAFT

Exhibit III

**MONTANA ASSOCIATION OF COUNTIES
WORKERS COMPENSATION TRUST**

CLASS CODE DESCRIPTIONS

<u>Class Code</u>	<u>Class Code Description</u>
7420	Aviation Stunt Flying-Spraying
7704	Firemen & Drivers
7720	Policemen & Drivers
8743	Professional or Administrative Employees
8810	Clerical Office Employees
8824	Nursing Home (under 50)
9016	Amusement Park Employees
9040	Blended Nursing Homes/Hospital
9410	Admin. or Non-professional
9420	All Other Employees

DNRC @2:00

Glenda Wiles

From: Jeff Burrows
Sent: Tuesday, May 07, 2013 8:31 AM
To: Glenda Wiles; Greg Chilcott; J.R. Iman; Ron Stoltz; Suzy Foss
Subject: FW: Ravalli County WC Letter
Attachments: Ravalli County Letter.pdf

From: Kopitzke, Mike [<mailto:mkopitzke@mt.gov>]
Sent: Monday, May 06, 2013 9:20 AM
To: Jeff Burrows
Cc: Mohn Brad (chief@hamiltonfire.net)
Subject: Ravalli County WC Letter

Commissioner Burrows:

Thanks for setting up the appointment at 2:00 pm on May 21, 2013 to meet with the Ravalli County Commissioners concerning the attached letter. As mentioned on the phone Ravalli County has 5 county coop engines located in Victor, Three Mile, West Fork, Etna and Sula.

Thanks again and I look forward to meeting you.

Mike

Mike Kopitzke, Fire Program Manager
Montana Department of Natural Resources and Conservation
Southwestern Land Office
1401, 27th Avenue
Missoula, MT 59804
Office: 406-542-4263
Cell: 406-544-1464
Fax: 406-542-4285
email: mkopitzke@mt.gov



NOTICE: It is okay to print this electronic message. Paper is a plentiful, biodegradable, renewable, recyclable, sustainable product made from trees that provides jobs and income for millions of Americans. Thanks to improved forest management, we have more trees in America today than we had 100 years ago.

DEPARTMENT OF NATURAL
RESOURCES AND CONSERVATION



STEVE BULLOCK, GOVERNOR

SOUTHWESTERN LAND OFFICE

STATE OF MONTANA

Telephone: (406) 542-4200
FAX: (406) 542-4285

1401 27th Avenue
Missoula, Montana 59804-3199

April 25, 2013

Ravalli County Board of County Commissioners
215 S. Fourth, STE. A
Hamilton, MT 59840-2853

Re: Montana DNRC County Coop Fire Program

Dear Ravalli County Commissioners,

Legislation introduced during the 2013 state legislature to require workers compensation coverage for all Montana volunteer firefighters and provide for a permissive levy to fund the associated costs has failed. The bill was drafted to address a concern that there are volunteer firefighters in many locations that are not covered by workers compensation.

Section 10 of the DNRC County Equipment Agreement (attached) states that each county "...ensure workers compensation insurance coverage on drivers, passengers, or workers using or working with any equipment loaned or supplied by the state." Consequently, in the event of an accident involving state-owned equipment operated by the County or a subordinate fire organization, DNRC has no responsibility for medical bills or legal actions associated with the accident.

Please notify me if any DNRC engines in your county are operated by firefighters who will not be covered with workers compensation insurance by July 1, 2013. In those circumstances, we will need to work together to reposition that engine to another location where firefighters have workers compensation coverage.

Our intent and hope is that all firefighters are covered in the event of an accident, and that we can continue the state/county partnership that the DNRC County Coop Fire Program has positively represented for over 45 years in Montana. All the other aspects of the program, including firefighter training, and fire suppression assistance from DNRC are not affected by this issue, and will remain in place.

If you wish to discuss this subject in person, please contact me at (406) 542-4200 and we can arrange a time and place to do that.

Sincerely,

A handwritten signature in cursive script that reads "Anthony Liane".

Anthony Liane
Southwestern Land Office
Area Manager, Montana DNRC

between
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION
and
RAVALLI COUNTY

This Cooperative Equipment Agreement is made between Ravalli County, hereinafter referred to as the COUNTY, and the Montana Department of Natural Resources and Conservation, Forestry Division, represented by and hereinafter referred to as the STATE;
WHEREAS on November 1, 2011, the COUNTY entered into a Fire Control Agreement with the STATE for the protection from fire of State and private forest, range, farm, and watershed resources within its protection area; and

WHEREAS, the COUNTY can more adequately carry out this function if additional equipment is available; and
WHEREAS, the state and federal government, from time to time, has a limited number of vehicles or other equipment suitable for fire fighting that can be made available to other agencies involved in fire control work; and

WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136, as amended, to make certain government equipment available to the COUNTY;

NOW, THEREFORE, it is mutually agreed:

1. The STATE will loan specific items of fire fighting equipment, when such equipment is available, to the COUNTY in accordance with the mutually established fire plan and its amendments, and applicable Federal laws, rules and regulations.
2. The COUNTY agrees to make the above equipment available for use on private and public ownership for the protection from fire as set forth in Montana Code Annotated sections 76-13-104, and 76-13-136, and when requested by the STATE'S representative. Incidental use on any type of fire or other emergencies which threaten loss of life or property is proper providing that this equipment is available and primarily used for fire duties as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136. Refusal or neglect to make this equipment available for use on such fires without good and sufficient cause shall be grounds for termination of this Agreement by the STATE.
3. The proper identification of the equipment as cooperative fire equipment, and as federal or state property, if applicable, will be maintained and the equipment will not be sold, junked, rented, traded, given away, nor is personal use to be allowed. No disassembly of equipment or removal of parts is allowed without prior approval of the STATE. All State or Federal property is to be painted and marked in accordance with State statutes or STATE'S instructions.
4. Title to all equipment loaned under this Agreement will remain with the State of Montana or Federal government. All vehicles will bear the permanent Montana Agency (State-owned) license plate furnished by the State without charge.

Return: Commissioner

5. The COUNTY is solely responsible for the proper use, protection, maintenance, and care of the equipment and supplies loaned under this Agreement.
6. The COUNTY shall maintain and make necessary repairs to the said equipment and component parts thereof so that it is kept in good, serviceable and safe repair.
7. The STATE will maintain an inventory of the equipment made available through this Agreement.
8. The COUNTY will assure that all operators of the equipment covered by this Agreement meet the appropriate minimum driver's license requirements per Montana State law and are members of either a Rural Fire District, County Volunteer Rural Fire Department, Fire Service Area, or Municipal Fire Department.
9. The STATE will assume the costs for property damage to the loaned equipment only. The COUNTY will assume the cost for any damaged miscellaneous equipment, such as separate pumps, hose, tool, and supplies that were not loaned or supplied by the STATE.
10. The COUNTY shall provide or ensure workers compensation insurance coverage on drivers, passengers or workers using or working with any equipment loaned under this agreement.
11. COUNTY acknowledges and agrees that the equipment or supplies loaned under this agreement carry no express or implied warranty and, on behalf of itself and its agents, successors and assigns, agrees that it shall make no claim against the STATE, the State of Montana or the Federal Government based upon any defect, whether apparent or not, in such loaned equipment or supplies.
12. The COUNTY agrees to indemnify, defend and hold the STATE, and the Federal Government harmless from any and all claims, or causes of action arising out of the use or condition of the equipment or supplies loaned under this Agreement.
13. Loss, damage, or destruction of State- or Federally-owned equipment by fire, collision, theft, or any other means, will be reported immediately to the STATE with signed affidavit showing loss, cause and recovery action attempted by the COUNTY. Accidents involving State- or Federally-owned equipment must be reported immediately by the COUNTY to the STATE on forms provided for that purpose. Federal policy requires investigation to determine the cause of negligence, if any.
14. The COUNTY agrees to permit and assist in inventory and inspection of fire equipment procured under this agreement as may be necessary to promote the effective use of this equipment, whether it be State-owned or Federal excess property.
15. Items of equipment covered by this Agreement no longer needed by the COUNTY will be reported to the STATE, who will determine disposition.
16. If this Agreement or the Fire Control Agreement provided by the STATE and the COUNTY is terminated by either party, all equipment provided by the STATE will be returned to the STATE.
17. Any equipment owned and installed by the COUNTY remains the property of the COUNTY and should be removed prior to returning the equipment to the STATE.
18. The Agreement shall be effective for an indefinite period and may be terminated by either party hereto by thirty (30) days written notice. If the COUNTY terminates this Agreement, the equipment covered by this Agreement will be returned to the STATE in operable condition.

RAVALLI

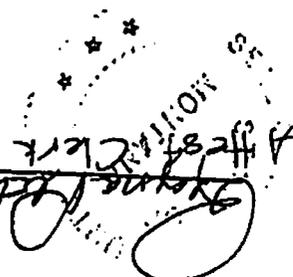
COUNTY

BY

11/1/2011

Date

Stacyne Pettiberg
Affiliate Clerk + Recorder



J.P. Moore
William A. [unclear]
Sup. [unclear]

R. [unclear]
Comm. [unclear]
Comm. [unclear]
Comm. [unclear]

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY

10/6/2011

Date

Anthony L. Lane

Anthony L. Lane
Southwestern Land Office
Montana Department of Natural
Resources and Conservation

Area Manager
(Title)

COOPERATIVE FIRE CONTROL AGREEMENT

BETWEEN THE STATE OF MONTANA AND RAVALLI COUNTY

THIS AGREEMENT is made and entered into by and between Ravalli County, hereinafter called the COOPERATOR, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the DEPARTMENT, and effective the first day of July, 2007.

The purpose of this agreement, when signed by both parties and accompanied by a written wildland fire management plan, hereinafter called the PLAN, is to satisfy the requirements of 7-33-2210 MCA.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

- 1. The COOPERATOR shall assist the DEPARTMENT in drafting and annually updating the PLAN for the fire protection area within the COOPERATOR's territorial boundaries.
2. The COOPERATOR shall appoint a County Rural Fire Chief/Firewarden pursuant to 7-33-2203 MCA. The County Fire Chief/Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.
3. The COOPERATOR is authorized to annually appropriate funds per 7-33-2209 MCA. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.
4. The COOPERATOR shall implement the PLAN by performance of the duties imposed by 7-33-2202 through 7-33-2204 MCA. The COOPERATOR may exercise the powers authorized by 7-33-2205 through 7-33-2208 MCA.
5. The DEPARTMENT shall update the PLAN and present it for the approval of the COOPERATOR no later than May 15 of each year.
6. The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Equipment made available to the COOPERATOR by the DEPARTMENT shall comply with the stipulations set forth in the COOPERATIVE EQUIPMENT AGREEMENT F-202.
7. It is mutually agreed that both parties shall meet annually to review this agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.
8. It is mutually agreed that this agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.

COUNTY OF RAVALLI CONSERVATION:

BY [Signature]
BY [Signature]
BY [Signature]
BY [Signature]
BY [Signature]

DEPARTMENT OF NATURAL RESOURCES AND

BY [Signature] AREA MANAGER, SOUTHWESTERN LAND OFFICE

ATTEST [Signature] CHIEF, FIRE & AVIATION MANAGEMENT BUREAU