



SPRING 2015

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NEWS *and* VIEWS



On Playgrounds, Potholes and Storm Drains

By Thomas B. Danenhower, Ann Komac, and Mark Gauthier

We all can agree that we reside in, at times, a climate of inclement weather. We further can agree that with the coming of spring, opportunities and issues arise. It is a good time to inspect playgrounds and repair/replace as needed, address thaw, frost heaves, runoff, and traffic which can cause the degradation of streets and potholes; and spring is the time to inspect and clean storm drains.

Playground surfacing materials need to be moved back into equipment use zones and added to as needed to maintain proper depths. Fastenings need to be inspected and repaired as needed and apparatus surfaces need to be checked for loose bolts and screws that might be above grade and cause injuries and splinters need to be checked for if wood is involved. Members that have done a good job managing playground maintenance often have a stash of spare parts on hand to facilitate rapid repairs. A good reference guide is the Consumer Product Safety Commission, www.cpsc.gov. They have a comprehensive Playground Safety Handbook with guidelines for playground equipment which are age specific for children. There is also the American Society for Testing and Materials (ASTM) standards for surfacing materials and other areas of concern. This is a good informa-

tion source to guide playground inspection practices. Formal training and certification as a certified playground safety inspector is available through the National Recreation and Parks Association, www.nrpa.org.

I think most people will agree an early spring in Montana is never a bad thing. However for those individuals employed in Public Works it can be a very challenging time. With spring thaw comes street and road issues - potholes! During this time if freeze/thaw conditions and traffic loads are just right, potholes seem to appear everywhere, sometimes by the hundreds; it can feel like you are spinning your wheels. It may seem like you are only responding to complaints and barely staying above water. There are ways that may help make this problem more manageable.

One of the best ways to maintain street integrity, more quickly maintain potholes and minimize complaints and possible claims is to implement a proactive inspection and maintenance program. So how do you work through potholes that pop up nearly daily? What constitutes or qualifies as a pothole and is the pothole conducive for a patch repair? Pothole programs can range from inspecting and maintaining high traffic areas first and then branch out to the residential less commuted areas, and timely responding to a general public report of

(Playgrounds continues on page 3)

MMIA'S CONTINUED SEARCH FOR EXCELLENCE

By Alan W. Hulse, MMIA CEO

It is often said that one should never be satisfied to sit back and rest on past accomplishments. Since inception, MMIA's history is littered with significant accomplishments. Our formation in 1986 provided municipalities in Montana insurance coverage protection when the commercial markets couldn't respond, and allowed municipalities independence from the commercial marketplace and the ability to control their own destiny. This concept was expanded in 1998 with the advent of the MMIA property program, accomplishing increased flexibility in coverage, more affordable pricing and greater autonomy for local government. Similarly, we began our Employee Benefits pool in 2004 allowing greater transparency and increased stability in both coverage and pricing.

Throughout this time, from 1986 through today, the MMIA staff and Board of Directors have strived to make these four programs more responsive to our member's needs. By adding coverage, focused training, building reserves to accomplish pricing stability, increasing limits, and responding to member's needs, the MMIA has continually strived throughout our existence to provide quality, cost effective self-funded coverage and risk management service to all of the incorporated cities and towns of Montana.

This is not to say that the MMIA does not have room for improvement. In fact just the opposite is true; the MMIA has plenty of room to improve. We are continually striving to overcome our imperfections, improve areas of weakness, correct mistakes and provide better service to our members. The point is, every organization has flaws, and the successful organizations embrace that fact and focus on their weaknesses in an attempt to make them strengths. These are the organizations that sustain long term success. This has been the philosophy of the MMIA throughout our history.

I would like to mention two areas of recent focus for the MMIA and how I see them providing excellence in the long term. The first area is MMIA's continued participation in Association of Government Risk Insurance Pools (AGRIP) Advisory Standards Recognition program.

MMIA has again been awarded this recognition and I attended the AGRIP Spring Conference in March to accept this award from AGRIP. This recognition represents a significant investment in MMIA staff's time. It takes tremendous effort on our part. The AGRIP Member Practices Committee goes through all of our pools' critical business functions to ensure we meet the pooling standards established by our peers. They look at 12 critical areas, from governance to finance, from risk management to employee development, from claims management to business continuity. After submission of a 30 to 40 page application, the Member Practices Committee then reviews our operation from top to bottom, and provides us either with recognition, or feedback on where we have fallen short so that we can improve those areas and reapply. Even upon receiving recognition, there is plenty of feedback on areas that could be improved upon.

The recognition stands for three years, then must be reapplied for. This year will mark the MMIA's fifth recognition. Some might ask, if

CEO'S CORNER



you've gone through it once, why go through it every three years? The simple truth is that while the recognition is important to us, what is more important is having fresh perspectives looking at our operations every three years and providing us with feedback for improvement. Further, MMIA gets credits from reinsurers which impact rates if we are a current AGRIP recognized pool. This process, while cumbersome, has proved invaluable to the MMIA over the past 15 years in helping us improve our operations and provide a better product. As I mentioned earlier, I firmly believe that organizations whose focus is looking for flaws and weaknesses and focusing on improvement are the organizations that accomplish excellence over the long term.

The second area of current focus for the MMIA is an increased collaboration with the MLCT to provide services to our combined membership. While the MMIA and MLCT have always enjoyed a great relationship and have collaborated significantly in the past, we are currently having discussions about a more focused collaboration in our efforts going forward. To me this just makes sense. The MMIA and MLCT are both member owned organizations, and our membership is the same. While we obviously have different missions, and purposes, to the extent we can explore areas of overlap and collaborate on services being provided, I believe both organizations and our combined membership will benefit. We are in the early stages of discussions on these efforts so stay tuned for more to come, but I truly believe that through these efforts, our members will recognize noticeable change and improvement to both organizations in years to come.

As I mentioned before, while the MMIA recognizes that we have flaws and imperfections, our goal is to work to improve these areas and to continue to strive for excellence! ■



Summer Seasonal Hiring Is Right Around The Corner!

By John Cummings, PHR, CIC

With spring and summer rapidly approaching, we must once again deal with recalling and hiring seasonal employees and gathering volunteers. In the event your municipality needs to bring on both seasonal and temporary employees, make sure you know the differences in their employment status and benefit entitlements. You can refer to Section 2-18-601 of the Montana Code Annotated, (MCA) in order to review these definitions at leg.mt.gov/bills/mca/2/18/2-18-601.htm.

In addition with spring and summer approaching, it is important that your municipality understands child labor standards, as many seasonal employees are minors. The Montana Child Labor Standards Act (41-2 Part 1 of the MCA) should be reviewed to make sure that minors are not subjected to prohibited employment conditions. Find these standards at dev2.erd.dli.mt.gov/labor-standards/child-labor-law/child-labor-law-reference-guide. In addition, the Livingston Job Services has an excellent resource for both teenage employees and their parents which can be found at wsd.dli.mt.gov/local/livingston/teens/parents.asp#age

Remember that minors ages 14 and 15 cannot operate equipment such as lawn mowers and power-driven string trimmers. They can perform other domestic garden and lawn care chores using hand tools such as shovels and rakes. Minors age 16 and 17 can use power mowers and string trimmers; but they cannot use chainsaws and string trimmers equipped with brush and wood cutting blades.

Minors 16 years of age and under MAY NOT DRIVE motor vehicles on public roads as



part of their jobs, even if they possess a valid driver's license. In addition, 17-year-olds must not have any moving violations on their record there are restrictions to how much of the work-day a 17-year-old can drive. More information can be found at dol.gov/whd/regs/compliance/Teen_Driving.pdf

Once hired, it is important that your seasonal employees receive the proper safety training. The Montana Safety Culture Act (39-71-1501 to 39-71-1508 MCA) requires that employees receive an appropriate employee safety orientation, job specific safety training and periodic refresher training. As a guideline please download and review this guide on the Montana Safety Culture Act at www.work-safemt.com/uploads/PDFs/WSMT-MT-SafetyBrochure.pdf

In addition, it is important for cities and towns with municipal pools to remember that there are very specific staffing requirements for pool areas. The American Red Cross provides

lifeguard certification. You can access more information regarding these lifeguard certification classes at redcross.org/en/takeaclass. For more information on other pool related issues including pool rules, laws, Certified Pool Operator classes, handouts and posters we recommend you visit the State DPHHS website at dphhs.mt.gov/publichealth/FCSS/SwimmingPools and/or contact Deen Pomeroy, R.S. at (406)444-5303 / DPomeroy@mt.gov.

In summary, properly identifying employees, orientating them to your policies and procedures, and conducting appropriate job specific training can ensure that seasonal/temporary employees and volunteers can add a much needed boost to the increased demands put on your municipality during this season. In addition, be sure your swimming pool staff is certified and your staffing levels meet the required levels.

Should you have any questions regarding the proper processes and procedures to follow please feel free to contact the MMIA. ■

(Playgrounds continued from page 1)

a pothole condition. Some members have elected to create zones for inspection and pothole repair. Some members require their inspectors to carry patch fill to repair minor potholes that are discovered at inspection. The inspector and or supervisor would dispatch a separate crew for the more severe pothole repairs. A minor pothole temporarily filled at the time of inspection may result in more effective time and cost management and fewer complaints. A key important factor in a pothole

maintenance program is maintaining comprehensive records of what was done, the location, when it was done and by whom. Let's face it; potholes are simply going to happen. Even the best well thought out maintenance program will not prevent potholes. However, such a program can reduce the number of complaints and maybe even slow down the spinning of your wheels. The best action of attack would appear to be a well developed and implemented street pothole inspection and maintenance program.

Early spring is also an excellent time to inspect and maintain surface drainages and

storm drains before our spring runoff and May/June rainy season. If they are present, municipal public works departments have a duty to try and keep them in reasonable working condition. In general, storm drains should be cleaned annually and perhaps after heavy storm events that move gravel, silt, and debris into inlet grates, drains and pipes. If you have questions about any of these topics please contact Thom Danenhower tdanenhower@mmia.net or Ann Komac akomac@mmia.net, or call (800) 635-3089, ext 131 for Thom or ext 121 for Ann. ■

MMIA Property Coverage: Part 2 of Series

By Linda Coombs, AIC, CIC

Sr. Liability/Property Claim Adjuster

Part 2 will cover the Perils and Exclusions section of the MMIA Property Memorandum. You can locate this coverage by visiting the MMIA website at mmia.net. Click on the Property Program and then under Coverage Documents click on Memorandum of Property Coverage, July 1, 2013. This is the most current versions of our coverage. You can print your own copy of the Memorandum from the coverage documents sections. You can use your copy to reference sections we'll discuss in this article

Perils and Exclusions

The MMIA Memorandum of Property states that subject to the terms, conditions and exclusions contained the Memorandum covers all property of every description both real and personal (including improvements, betterments and remodeling), of the Member or property of others in the care, custody or control of the Member, for which the Member is liable or under obligation to cover (contract).

A common question we get is whether MMIA provides Builders Risk Coverage. The answer is no. MMIA provides Course of Construction and Additions coverage. The Memorandum will provide automatic coverage for course of construction projects and additions subject to the following conditions:

- Project involves only real property on new or existing locations (excluding dams, piers, roads, and bridges)
- Value of the project at the location does not exceed the coverage limits listed in the DECLARATIONS. Projects that exceed this amount are subject to MMIA approval prior to binding. However, inadvertent failure to report these projects shall not void Coverage of for the Project.
- Additional Expense - Soft Costs: This extension applies to new buildings or structures in the Course of Construction up to the time that the new building(s) or structure(s) is initially occupied or put to its intended use whichever occurs first.

MMIA will cover the additional expenses of the Member for up to 25% of the estimated complete value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no

loss or damage occurred. The delay must be due to direct physical loss or damage to property covered and caused by, or results from, a peril not excluded by the Memorandum. We will pay covered expenses when they are incurred.

- Additional Interest Coverage: The MMIA will pay the additional interest on money the Member borrows to finance construction or repair.
- Rent or Rental Value Coverage: The MMIA will pay the actual loss of net Rental Income resulting from delay beyond the projected completion date. The MMIA will not pay more than the reduction in Rental Income less charges and expenses that do not necessarily continue.
 - c. Additional Real Estate Taxes or Other Assessments: The MMIA will pay the additional real estate taxes or other assessments the Member incurs for the period of time that construction is extended beyond the completion date.
- Additional Advertising and Promotional Expenses: The MMIA will pay the additional advertising and promotional expenses resulting from a delay in the completion of the project.
- Additional Commissions Expense: The MMIA will pay the additional expenses resulting from the renegotiating of leases following an interruption in the project.
- Additional Architectural and Engineering Fees: The MMIA will pay the additional architectural and engineering fees resulting from a delay in the completion of the project.
- g. Additional License and Permit Fees: The MMIA will pay the additional license and permit fees resulting from a delay in the completion of the project.
- h. Legal and Accounting Fees: The MMIA will pay the additional legal and accounting fees the Member incurs resulting from a delay in the completion of the project

The Memorandum extends to cover, as a direct result of physical loss or damage, covered architects and engineer's fees and loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters as specifically excluded.

In the event of physical loss or damage coverage is extended to include the reasonable extra cost of temporary repair and of expediting the repair of the damaged property of the Mem-

ber, including overtime and the extra costs of express or other rapid means of transportation. This coverage does not extend to cover normal operating expenses of the member.

Coverage extends for the removal of debris of the property covered from the premises of the Member that may be destroyed or damaged by a covered peril. This coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

In the event of physical damage to property of the Member by a covered peril, coverage extends to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law which is in force at the time the loss occurs or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered. The maximum amounts of coverage is not to exceed 20% of the amount of the physical damage loss or US Dollars \$25,000,000, whichever is greater, from which the additional loss results. If there is a building code which is not an enforced code then coverage would not allow for that additional expense.

Coverage specifically excludes Asbestos materials clean-up or removal, unless asbestos is itself damaged by a covered peril by this coverage. Then asbestos clean-up or removal within the damaged area, and applicable time element coverage, will be covered by the Memorandum. Coverage does not extend to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the property be removed or modified, or any loss or expense including the investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos or any loss or expense normally provided by demolition, increased cost or building ordinance. The Member must report to MMIA the existence of the damage as soon as practicable after the loss. The Memorandum does not cover any such damage first reported to the MMIA more than 36 months after the expiration, or termination of the Memorandum.

In the event of a loss likely to be covered by our Memorandum the Member shall take action to protect covered property from further damage. The expenses incurred by the Member in taking reasonable and necessary action for the temporary protection and preservation of property will be added to the total claim re-



PROPERTY COVERAGE

coverable under the Memorandum.

There are certain types of property that the Memorandum does not cover. Those include:

- Aircraft, watercraft over 27 feet in length, and rolling stock (except watercraft scheduled in the Summary of Values, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines).
 - Standing timber, bodies of water, growing crops.
 - Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, sand traps, tees and greens).
 - Property in due course of ocean marine transit.
 - Shipment by mail after delivery into the custody of the United States Post Office.
 - Power transmission, feeder lines and underground pipes more than 1,000 feet from the premises of the Member unless specifically approved by MMIA.
 - Tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, streetlights, traffic signals, (excess of the sub-limit noted on the DECLARATIONS), unless specific values for such items have been approved by the MMIA and are included in the Summary of Values on file with the MMIA.
 - Offshore property, oil rigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been approved by the MMIA and are included in the Summary of Values on file with the MMIA.
 - Retaining walls unless specified in the Summary of Values on file with the MMIA.
- The GENERAL CONDITIONS section of the Memorandum determines what perils are actually covered. The Memorandum provides coverage against all risk of direct physical loss or damage occurring during the coverage period. This is a very broad statement of coverage; however, there are certain risks that are simply not covered. Those excluded perils include 18 assorted perils.
- ### Exclusions
- This MEMORANDUM does not cover against any of the following:
- Loss or damage caused by, or resulting from, moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, contamination, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.
 - Loss or damage caused by or resulting from freezing, unless: (a) the Member does its best to maintain heat in the building or structure: or (b) the Member drains the equipment and shut off the water supply if the heat is not maintained.
 - Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.
 - Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).
 - Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.
 - Loss or damage caused by, or resulting from, misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Member, its employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.
 - Loss or damage caused by, or resulting from, electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.
 - Loss or damage to Personal Property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combatting thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, Flood or Earthquake Shock.
 - 9. Loss or damage caused by rain, sleet or snow to Personal Property in the open (except in the custody of carriers or bailees for hire).
 - 10. Loss caused directly or indirectly, by:
 - a. war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
 - b. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or

- by military, naval or air forces; or
- by an agent of any such government, power, authority or forces;

b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority or hindering, combating or defending against such an Occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

11. Loss by nuclear reaction or nuclear radiation or radioactive contamination, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or in whole or in part caused by, contributed to, or aggravated by the covered cause of loss in this MEMORANDUM:

a. If fire not otherwise excluded results, the MMIA shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and;

b. This MEMORANDUM does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Member premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Member premises.

12. As respects Course of Construction, the following exclusions shall apply:

■ The cost of making good, faulty or defective workmanship, material, construction or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, material, construction or design.

■ The cost of non-compliance of, or delay in, completion of contract.

■ The cost of non-compliance with contract conditions.

■ Contractors' Equipment or tools not a part, or destined to become a part, of the installation.

13. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

■ the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system,

hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Member or not; or

■ any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Member or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

"If direct physical loss or damage not otherwise excluded by this MEMORANDUM results, then subject to all its terms and conditions, this MEMORANDUM shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times"

14. Loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

a. any physical loss or damage to covered property;

b. any Member peril or cause, whether or not contributing concurrently or in any sequence;

c. any loss of use, occupancy, or functionality; or

d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the MEMORANDUM that provides

insurance, in whole or in part, for these matters.

15. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

16. As respects loss or damage to animals this exclusion will be addressed more thoroughly in one of my future articles specifically addressing animal coverage.

17. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a fire arises directly or Indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this MEMORANDUM arising directly from that fire shall (subject to the terms, conditions and limitations of the MEMORANDUM) be covered. Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of cleanup in the MEMORANDUM, in the event of direct physical loss or damage to the property covered hereunder, this MEMORANDUM (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

a. expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Member; and/or;

b. cost of cleanup at the premises of the Member made necessary as a result of such direct physical loss or damage; PROVIDED that this MEMORANDUM does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

18. Authorities Exclusion - Fines, penalties or cost incurred or sustained by the Member or imposed on the Member at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause. As you can see, coverage under this Memorandum is very broad and designed with our Members in mind. Should you have any questions regarding the property coverage staff welcomes your inquiries. More to follow in Part 3: Addressing How Losses are Paid to our Members. ■

Opening May 2015: EB Program Enrollment!

By Kim Weisert,
Employee Benefits Program Development Specialist

Every year as a part of this pool we ask our members to look at their benefits a little closer. Open Enrollment is the time for employees to make benefit changes. Just prior to Open Enrollment, cities and towns will need to decide on what benefits they are going to offer employees. You will do this by filling out your Group Election Form. These forms will be distributed in late March and will need to be turned in by the end of April in order to make sure these changes are effective for the following plan year.

This year, we will be sending out Open Enrollment information in a webinar for clerks, HR administrators, benefit decision makers and anyone else involved in providing benefits information to employees. This will include information on how to fill out the Group Election Form for your city or town and other pertinent benefit changes that will be taking effect July 1st. There will also be information on open enrollment on our website for employees. We will keep you updated on when that information will be available on the website. Please encourage your employees to look

at the website, think about their benefits, make needed changes and reevaluate what suits their needs the best.

Make sure your employees don't miss their opportunity to make changes if they need to. Common changes employees will make during this time are adding or dropping dependents, updating beneficiary forms if they have updates, changing in plans if your city or town offers the menu option for medical and adding of dental, vision or supplemental life if the city or town offers it.

For the July 1st renewal date, there will be some minor changes for the upcoming plan year. Recently our Board of Directors voted to streamline our benefits a little bit further by offering one dental plan and one vision plan to all of our members. This will allow for more efficient claims processing and benefit administration of these plans. This may be a great time to consider offering these affordable benefits to employees if you never have before.

Stay tuned as more information is coming as open enrollment draws closer! For more information regarding employee benefits, current benefit options and more, please go to our website at www.mmia.net and click on Employee Benefits. ■



EMPLOYEE SPOTLIGHT: **JENNIPHER LORBER**

Workers' Compensation Claims Examiner

Jennipher has 16 years of insurance industry experience. She began as a sales agent with GEICO and AAA, both positions that she held for several years before finding her niche in claims.

She was promoted in the past to a company claims trainer position in which she was able to provide leadership while training new hire adjusters. She thrives on diagnosing and solving technical issues and is a problem solver.

Jennipher relocated to Helena three years ago to join family in the area and is excitedly exploring the Big Sky Country! She is so honored to be a part of the MMIA family

When she's not helping clients navigate claim issues, she enjoys reading, snow skiing, bowling, softball, spending time with her dogs and enjoying being a newlywed.

Bob Worthington Risk Management Achievement Award: **John Wilson, Public Works Director, City of Whitefish**

John Wilson has been doing a good job at keeping the Whitefish Water Department's liability claim costs to a minimum. From fiscal years 2010-2014, the department had less than \$10,000 in claim experience and only nine claims. Recently Mr. Wilson's great risk management sense led to successful denial of a claim. John used City funds to have a hydrologist run calculations of escaping water flow from a City water tank. This claimant alleged that escaping water from the tank had overflowed a drainage ditch and onto the claimant's property causing an estimated \$20,000 in damage. The engineering analysis showed water discharge amounts would not have crested the drainage ditch. The claim was denied. John proactively used City funds to have the engineering analysis started before the claim was reported to MMIA and paid for some extra work our adjuster requested from the engineer. John was also very helpful in identifying structural engineers in the area that may have been needed had the hydrology study found otherwise. Mary Van Buskirk was also very helpful in prompt research of plat and annexation records to confirm ownership of the drainage ditch. That research showed the ditch was owned by the claimant's homeowners association and defeated an added \$16,000 claim for improvements sought to the ditch. John has been similarly helpful on other recent claims in promptly producing job contracts and taking the lead in getting the involved employees to respond to investigative questions. We deeply appreciate such excellent help and cooperation with the claims adjusting process—job well done! ■



MONTANA MUNICIPAL INTERLOCAL AUTHORITY

Montana Municipal
Interlocal Authority

PO Box 6669
Helena, Montana 59604-6669

www.mmia.net

Presort Standard
U.S. Postage
PAID
Kalispell, MT
59901
Permit #27



Montana Municipal
Interlocal Authority

3115 McHugh Dr.
Helena, MT 59602

Phone (406) 443-0907
Toll Free (800) 635-3089
Fax (406) 449-7440

www.mmia.net

Calendar of Events

- | | |
|--|---|
| | <p>May</p> <p>4-8 Municipal Institute/Elected Officials/
Tillotson, Billings</p> <p>25 Memorial Day, Holiday</p> |
| | <p>June</p> <p>7-10 PRIMA, Houston TX</p> <p>19 MMIA Board of Directors Meeting, Helena</p> |
| | <p>August</p> <p>19-20 MMIA Board of Directors Retreat, Chico</p> |

